

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 10, 2025 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. HOME Grant/Lake Community Action Agency (LCAA) Presentation

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held January 27, 2025

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Lakeside Electrical Services, LLC; 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 Amendment Three to an existing contract with Electrical Works, LLC; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute a Mobile Organic Biofilm System Trial Agreement with Nuvoda Innovative Water Solutions, LLC; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, M & C Hunt LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Huntington Oaks)**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Cattle Grazing and Hay Production Lease for the City of Leesburg Closed Landfill; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, relating to the SAHFI, Supplemental Funding for Hurricanes Fiona and Ian, Clean Water State Revolving Fund Loan Program; making findings; authorizing a revised Loan Agreement; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Elevated Water Tank Rehabilitation Services Agreement with Five12 Painting & Remodeling, LLC to rehabilitate various elevated water tanks throughout the City; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Pulte Home Company, LLC, regarding natural gas service to the development known as Highland Pines - Phase 1; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Inter-Local Agreement related to Bus Stop Shelters between the City of Leesburg, a municipal corporation and Lake County, a political subdivision of the State of Florida; and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Downtown Building Redevelopment Grant to Dance Dynamix, LLC, for renovation at 606 West Main Street; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Pulte Home Company, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Windmill Road Subdivision)**
9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Post-Closing Occupancy Agreement between the City of Leesburg and Frostinburg, LLC; and providing an effective date.**
10. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Commerical Lease Agreement between the City of Leesburg and Leesburg Art Festival, Inc.; and providing an effective date.**
11. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the transfer of \$840,584 from the General Fund to the Electric Fund for the Itron AMI agreement; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 6.52 +/- acres; and being generally located northwest of County Road 44 and south of Hickory Hollow Road,**

lying in Section 03, 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. (Wayne Storage ANNX)

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 6.52 +/- acres from Lake County Rural Transition to City of Leesburg General Commercial, for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage SSCP)
3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 6.52 +/- acres from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a self-storage facility for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage PUD)
4. An ordinance of the City of Leesburg, Florida, rezoning approximately 4.87 +/- acres from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) for a property generally located west of Lee Street, north of Herndon Street, East of Perkins Street, and south of West Line Street, as legally described in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lee School 2025 SPUD)

C. NON-ROUTINE ITEMS

1. Resolution of the City Commission of the City of Leesburg, Florida, adopting the street name for the Veterans Road Infrastructure Project at the Leesburg International Airport; and providing an effective date.

7. INFORMATIONAL REPORTS:

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

A. Financial Reports for October - November 2024

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JANUARY 27, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 27, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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

Pastor Terry Mahan of the Father's House gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

Mayor Reisman informed the audience/public that they are pulling agenda items 6.A.6, 6.A.7 and 6.A.8. The applicant has asked for this item to be pulled and postponed until the city commission meeting of February 24, 2025. We will need to open and close it. **CA Watson** agreed. It has to be opened in order to set a new date, time and location for the continuance.

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

2. PROCLAMATIONS:

A. Lone Oak Cemetery Heritage Day

Mayor Reisman read a proclamation proclaiming February 13, 2025, as Lone Oak Cemetery Heritage Day. He encouraged its support and observance throughout the City as a means of gaining public interest in the historical, patriotic, cultural and educational aspects of that most significant era in the formation of our great City.

3. PRESENTATIONS:

A. Water and Wastewater Impact Fee Analysis Update

Director of Public Works (DPW), Cliff Kelsey, said he wanted to provide an update on where we are with the water and wastewater impact fees. They have kept a close eye on them over the years as development comes in, but prices for construction and capital expenditures have gone up. Legislation guides the use of impact fees and the key takeaway is that they accommodate for new growth and maintain adequate service levels for current customers while trying to prevent a reduction in service levels.

Referring to slides, he explained how impact fees are based and how they are used by municipalities. Impact fees are based on estimated capital requirements to support new growth and development. Impact fees cannot be used for capital deficiencies for existing customers, and they cannot be used for current infrastructure that is in disrepair. Current construction costs for a water treatment facility currently average about \$7 per gallon and looking at our growth forecast, there are about 10,000 new homes planned for future development. That would give us a three million gallon per day requirement at 1 ERU. That is three hundred gallons per day for a single-family home. If they take \$7 per gallon and multiply that by 3 MGDs that would be 21 million dollars. Then, if we divide that into 10,000 homes, we are looking at roughly \$2,100 for water impact fees, and our current water impact fee sits at \$1,175. With the wastewater impact fees and using the same basic math, we are looking at \$25 per gallon for construction costs. It is a smaller ERU per single-family home of 250 gallons per day, which gives a 2 million gallon per day deficiency. If they multiply \$25 per gallon by 2.5 million gallons per day, they are looking at 62.5 million dollars. If they divide that by 10,000 homes, that makes the impact fee \$6,250, and we are currently sitting at \$2,778. When we look at these numbers we are seeing an increase of well over 100%.

Now, what can we do about it? Of course, we track it, and we look at the five-year capital improvement program. The next step is to get the experts involved, so they can do the analysis for us. They do more scientific analysis where they go through our asset management program to see where we are at. We have a continuing services contract with Jones Edmunds. They know our system very well because we use them for our wastewater flow modeling along with other stuff that we cannot do organically. With the timeline, the scope of work would be to look and review our impact fees. In order to do the analysis, we need to issue a notice to Jones Edmunds to proceed, which we have done. They are currently in the data collection process, which takes about two weeks. They are collecting all the information that is required for them to do the analysis. That information is downloaded to them so they can do the data analysis and computation. Again, that process takes about two to four weeks. Once completed, Jones Edmunds will issue a summary report of their findings with recommendations, and that process will take between two and three weeks. After that, they will be back with a presentation for the commission explaining the findings and what they recommend. At that point it will be up to the commission to decide if they want to amend the impact fee ordinance.

CM Minner said he wanted to add a few things to the presentation. Referring to a slide, he showed the wastewater impact fee for every residential unit that comes in. They have to pay the city \$2,778 to hook up to the system, and that is the amount that we are specifically focused on. If our math adds up, we will need to go from \$2,778 to \$6,250. Right now, that is the math that they are double-checking because impact fees are a lightning rod type issue on both sides of the equation. Whether they talk to him or the public works director, they would both admit that impact fees need to defray the costs of development of the system. Impact fees are monitored and watched by the development world to ensure that the fees being charged correspond to actual costs and that is one of the biggest reasons why we want to take this to Jones Edmund, who is the city's professional engineer. The cost of the study is \$50,000, which includes \$25,000 for water and \$25,000 for sewer. That number is good and is within his spending authority. If the commission decides to move forward, they will bring back the report findings from Jones

Edmunds along with a recommendation for what we believe will corroborate with their rough house numbers. However, the impact fees will not go up until an ordinance is approved by the commission. They will receive the report from Jones Edmunds followed by an ordinance.

Commissioner Burry asked when the last time was that the city increased, decreased or changed impact fees. **CM Minner** answered they have not changed since he has been with the city. **Commissioner Burry** agreed. That was a long time ago, and that was a different dollar. **CM Minner** said he did not think our current water, sewer, electric infrastructure and, for the most part, gas (even though gas is a bit of a different creature) have significant problems with growth. Explaining in more detail, on average, we use 300 gallons a day of water. So, if we divide the consumptive use or the residual by that, there are about 8,000 units left in our consumptive use permit (CUP). With sewer, that is a little bit less. It is about 250. That is what we use, so we still have considerable time on that. Again, that would be 250 divided by the number of units, and that capacity would be built into the sewer plant. Long story short, on the waterside of the house and the sewer side of the house, he felt extremely confident that the current growth rate matches what we are doing. Meaning, the pioneering agreements that we have made to date, along with the growth rates that we have seen to date, securely gets the city from today through 2030. We will not need to have those talks until 2028/29. Remember that growth does not include The Villages. Looking at the growth chart that comes out every month in the department heads' monthly report, it shows the number of single-family units per month and that single-family unit per month number does not include The Villages. That average is about thirty-five units per month, and that is the key number. **Commissioner Pederson** pointed out that the city manager was referring to the number of certificates of occupancy issued each month. **CM Minner** agreed and said that was how it was counted. We issue a residential start and a certificate of occupancy, and those numbers pretty much match. There can be a variance, a little bit of a delta in it, but on average from 2019 through 2024 those numbers have never exceeded forty units per month, which is a relatively slow growth rate. He knows that is contrary to what came before them. He gets it, and understands, but we have not seen significant non-village numbers except for Lake Denham, which came in at eighty units. It is anyone's guess on whether those numbers bump up or not. However, there is a significant lag in approvals versus build outs and, at the current pace, we would take forty units a month and divide that by 40,000. If we continue at forty units a month, it would take almost eighty-five years before everything is built out and eighty-five years really exceeds the four-year expiration date on the PUD's. Now, whether growth picks up or not is anyone's guess. However, we are continually petitioned by developers for development, which is a quasi-judicial requirement. We have to manage them, and we follow the law for managing them. With our development numbers for the next five years or so, we will not outpace the capacities that we are currently building or have built, and that is good. However, developers continue to approach us for new pioneering agreements, but we have not processed them because we do not have the funds to cover what we are not prepared to build. We are prepared to build 2 MGD, which is what we have in our CUP for water, but in March of this year we will probably have an excess of 2.5 MGD at the sewer plant. **DPW Kelsey** clarified that it would be October when they finish the Turnpike Plant. **CM Minner** said we do have a means to get the wastewater to the sewer plant with the stop gap of Lift Station 72 and in the future we have a pioneering agreement with NVR Homes, which is the BarKey subdivision. That was for the 15 million dollar sewer main, and we pledged the impact fees to cover that sewer main extension. We also had existing fees that covered the sewer plant expansion. On the waterside of the house, we can manage 9 CUPs if we have to pump them, and we have a water tower. That is the tank that we put in at Highland Lakes which gives us the pressure needed for the south side of town. We will need to revisit the size of the pipe between CR 33 and CR 48, because it needs to be increased and that is a million-dollar project. However, since growth numbers have not expanded, we decided to kick that can a little bit. Another thing to note, is the policy for developers that has been and will continue to be first come, first served, unless the commission directs differently. Mind you, that is different from the quasi-judicial responsibility for hearing subdivisions. When subdivisions come in, they ask for an entitlement and the commission will

either approve or deny a subdivision of “x” units, but that does not provide an entitlement for the developer. The next step for a developer after going through the PUD phase is to develop. When developing, they have to go through a series of requirements from the development review committee. We have to check off boxes to see whether we have capacity at the plant, and if we have the water. Right now, we are checking off those boxes. However, those yeses will turn to noes when we hit the unit counts and those numbers are 8,000 units on the sewer and 2,000 units on the water. Believe it or not, we have not hit those numbers yet, but if we continue at the current pace, we are looking at 2030, before the water capacity potentially expires. So, from a water/sewer standpoint and electric standpoint, we are in good shape, but we need to look at impact fees because as we continue to progress, we will need higher impact fees. However, before we go off and start working with Jones Edmund, he wanted to bring this to the commission’s attention. Another thing to point out is that this \$50,000 just gets us started. We have to see where Jones Edmund goes with their recommendation. The next concern will be the increase in impact fees and if we have to increase the fees beyond 50%. If so, we will have to do different studies pursuant to statutes. About a year ago, the state changed the law on increasing impact fees, and that is a significant thing for the public to remember. The state changed the requirements for impact fees, because those fees come from development lobbyists, so the law was written in favor of developers. That means there is a whole other power out there besides this body that controls growth in Tallahassee, and they have our hands tied. He brought that up because the state legislature changed the rules on how municipal corporations can increase impact fees. If we were to increase over 50% in one year, there is another whole litany of things that have to be done, so he and the public works director would work together with Jones Edmunds. They will try to get a reasonable estimate of where sewer impact fees should go. If we need to go above the 50% level, we will have more homework to do before we are able to do that. However, at this point we are not in a position to issue anymore pioneering agreements until we are set on the impact fees. Right now, on the sewer and water side of the house, we are all set because the infrastructure improvements we put in will hold us for a reasonable amount of time. However, as numbers continue to increase, we will need to look at different things. As of now, we do not have treatment capacity, so that will affect the impact fees. Therefore, they need to go up. We need to take a look at our impact fees, and we need to do this study. Ultimately, we will bring back an ordinance that increases the impact fees. **Commissioner Burry** asked, looking at Lake County in general, where do we rank with regard to impact fees. **CM Minner** answered we are pretty much the least expensive. Most communities on the sewer side of the house have impact fees in the neighborhood of \$5,000 per unit and \$3,750 per unit on the waterside. Ours is \$2,700 and \$1,500. **Commissioner Connell** wanted to know if this study could include looking at police and fire impact fees. **CM Minner** responded that this was talked about earlier today and if that was something the commission wanted, they would engage them to do that. At this time they have not discussed that, but that is something we should look at as well. If the commission wants to start grabbing numbers for a fire and police impact fee study, they need to throw that in the hopper. **Mayor Reisman** stated that would be a good thing to do. **Commissioner Pederson** mentioned with pioneer agreements, the presentation talked about the water and sewer facility. Are we capturing the other infrastructure, such as water and sewer pipes, and will those be increased? **CM Minner** replied yes. Impact fees are broken down into how much they cost. There are two components; how much it costs to treat water and wastewater and how much it costs to distribute or collect water or wastewater. Today's prices are divided among what we think we will be serving in our district, and the ISBA has been extremely helpful, because we know the exact area we will be serving. We know what the modern-day costs are, but we have not done this exercise in forever. There are costs for pipe and asphalt, because if we cut a road, we have to fix it. There are costs for buying land and costs for buying steel. That is all part of the matrix that goes into how much it costs to do this. Another thing about our impact fees, at least on the sewer side of the house, is that it only covers collection or treatment. It does not cover both. However, with The Villages expansion, we were able to receive the dollars needed to make system improvements at the Treatment Plant, and that did not impact the rate payer. It allowed us to make pioneering agreements with impact fees, which covered the infrastructure and the collection

infrastructure. After we entered into the last impact fee/pioneering agreement, we added up the numbers of units that are embedded in the pioneering agreement, and we have hit our maximum. Now, if he was a gambling man, he would bet that we would not see the development of those within the next five years. However, the world could change tomorrow, and we could see crazy development/building numbers. We have not seen that to date, but that is where we are now. **Mayor Reisman** asked if there were any other commission comments.

Commissioner Burry asked if we were issuing about thirty-five certificates of occupancy per month. How do we rank with the rest of the county? **CM Minner** answered he would have to get those numbers for him. A few commissioners have spoken with him privately about different things, and one thing we will do at a staff level is present a presentation to the commission on growth impacts. We are shooting to get that done in February. He brought that up because there are a lot of moving parts to this, and we have been bombarded with different questions and comments and, obviously, PUD's keep coming. That is not staff making, that is the economy, and Leesburg is obviously in the cross-hairs of development, but when that occurs is anyone's guess. Getting this data is important because it will guide us. Another part of this is to go back and review the things that we do not have control of, which is the collection of road and impact fees. We do not control the school board, but the school board is in with our concurrency issues. They are pretty good at calculating who has been issuing what and his guess is that our forty units per month are on the lower side of Lake County. It is probably lower than the county itself. That is pure speculation, but he will dig up the facts. He hoped to have it before them within a month's time. However, obviously, The Villages has changed everything. The Villages have touched Lake County twice in the past five years; once in Fruitland Park and in Leesburg. Frankly, no development engine matches The Villages engine as far as speed. If we look at our development versus The Villages development, our development is about forty units per month and The Villages paces between two hundred and fifty to three hundred units per month. Our gas director has been dealing with that due to our partnership with The Villages in Sumter County. Honestly, The Villages are special and their engine for development is not matched by any municipal corporation or private developer. He does not believe anyone else can move that fast. He does not think Leesburg numbers will go above seventy-five units per month. Just today, they were looking at what they have approved and what is being constructed, and we only have about three major subdivisions in the works. However, he will grab all the data and present it to the commission. It will include the roads, schools, permit data and our data. He will lay it out because those principles will guide the staff recommendation. **Commissioner Berry** wanted to know, other than The Villages, what other cities show greater than forty units per month? **CM Minner** replied that other faster growing cities would include Clermont and unincorporated Clermont, but he did not have their numbers. Also, Groveland, Mascotte and Minneola are growing faster than us. If you drive down to the end of the county and look at SR 50, CR 19 and CR 565, those areas are growing faster than Leesburg. **Commissioner Pederson** requested that information be included in the report. He would like to get an update or status on all our developments. **CM Minner** stated we see development start all the time. However, the primary start from where electric is working and where dirt is moving is Blue Cedar, and that one has about fifty acres with approximately one hundred units in South Leesburg. Heading south, it will be on the east side of the road right before the Royal Highlands. It is right after the Orlando Health Clinic. That development is clear-cut, so they are moving. Silver Lake Pointe is another development that is moving. When development comes before the commission, it is typically named after a property owner like Robuck/Ostrander. However, the names are changed when they hit DRC. It goes from the applicant's name to the development's name. Silver Lake Pointe is another one that is on the move and that has affected the electric fund. The old golf course, which is Silver Lake Estates, is also moving. Swan Capital and Orange Bend seem to start and then stop. The Marsan development also seems to have started and stalled. There are a couple of other little ones, but as far as major ones, those would be three that he would point attention to. Remember, we cannot count on development until they actually break ground. The planning and zoning director has been talking to Orange Bend forever and Tara Oaks

is another great example of someone who rattles sabers; they start, stop, start and stop. However, the ones he named are the ones he would say are on the move and there may be a couple of smaller ones around Sleepy Hollow. **Mayor Reisman** asked if there were any other comments. There were none. He said he was looking forward to the presentation.

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

Carolyn VanDyken of 120 Palmora Boulevard said she was a little late to the party as far as fluoride. However, she was not there to really talk about fluoride because she was concerned about city water in general. She knows things will change and people are now talking about forever chemicals. She heard the argument about \$300,000 and whether to put fluoride in the water. As a concerned citizen, she wants the best for her city, especially when it comes to forever chemicals. She wanted to know if we were using extra carbon, which is a granular-activated carbon to treat forever chemicals? She knows that would require something extra to be added to the water. She asked if the city had those discussions before they started talking about adding fluoride. She was not an expert on fluoride, but we all know what it is, and we know if we get too much of it is bad, yet we all want healthy teeth. However, as a citizen, she cannot filtrate fluoride if she does not want it. She would have to spend \$5,000 on an osmosis system to get rid of fluoride because her Brita water filter will not take fluoride out. Those are my concerns. She was on the fence as far as fluoride, but she did not want forever chemicals. She looked online at some of the numbers that are generated by some of the companies, and she looked at the water information that was submitted for 2023. She wanted to know when she could see the numbers for 2024. She wanted to know how many forever chemicals are in the water and at what levels. Right now, the levels seem high, and she was concerned about the extra chemicals and fluoride. It may not be just one chemical, it is all of them added together. She reads labels at the grocery store, and it is hard to find non-GMO stuff. We are adding these chemicals to our bodies and that builds up. She has friends with breast cancer, and she has started wondering if it was due to what was in the water. However, the commissioners are elected to think about that stuff, but she wanted to know if that was thought about before moving forward with fluoride.

CM Minner responded that this body has been inundated by different concerns. There have been conspiracy theories and all sorts of things, especially with the potential appointment of Robert Kennedy Jr. at the federal government level. He has stirred up a lot of concern. However, in his professional opinion, he stirred up a lot of concern, needlessly. You have to remember to always check with your local government. You need to be in touch with your elected officials, city manager, and the public works director. This city, just like every other city in the State of Florida, is regulated by the health department when it comes to water. Annually, we have to submit a water report. He was not sure which high numbers she was referring to because our water report numbers had been extremely good. She also mentioned carbon, and there are essentially two water treatment processes that the nation uses. One is the reverse osmosis process, but here in Florida we do not have to deal with that because we have a pure water system where we pump it out of the aquifer. We put it into our systems and throw it over a filter bed, we airify it, inject it with chlorine and send it out into the system. That is pretty much the standard treatment process for public water systems in the State of Florida. We are blessed to have the aquifer. As the aquifer gets strained by consumption, we will go to lower levels. At lower levels there may be some type of additional treatment process, but nowhere near the level of a reverse osmosis system. Reverse

osmosis systems can be found around the rest of the United States, where they do not have spring water as their source. They use rivers or reservoirs. That is a system very similar to the waste water treatment system where we bring water in through a fluctuation basin and add carbon, lime, and alum to it to create a floccule and that floccule drops. So, we pretreat the water and carbon is one of the chemicals used in surface water treatment. It is not typically found in well water treatment, and we do not use carbon in Leesburg. He assured everyone that the water was safe and consumable. It will continue to be safe, and it will meet the standards of the American Water Association as well as the Department of Health, even after we inject fluoride into it. That is an important thing to remember. He knows folks read a lot of things online and different stuff. He understands the worry, but for the best source of information, people need to come and talk to the director of public works or himself. They would get them in touch with water professionals, and we could give tours of our water plant if anyone wanted to see how it works. The folks that put together our water do a fantastic job and to date we have had no issues. **Ms.**

VanDyken said she was not trying to badmouth the water department or the city. She knows we meet all the standards. She just wants it to be better. **Mayor Reisman** pointed out that if she wanted the report she could get it from the public works director.

Allan Foote of 6030 Hunters Ridge Avenue said back in November he approached the commission about some hurricane damage at Shady Oak Cemetery. He requested to have two major oak trees cleaned up that had come down. He thanked the city for doing an expeditious job, because the cemetery looks fantastic. He can now continue doing his genealogy research throughout the county, and in Leesburg. He also received some assistance from Commissioner Berry, since Shady Oaks is in district one. He has been able to make some contact to learn about the cemetery and the people within the community. He can move on to other projects such as unkempt and neglected cemeteries. He wanted to publicly thank the city for cleaning that up. **Mayor Reisman** thanked him for the compliment. We have the best of the best when it comes to the public works department.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.C.7 - Execute a Memorandum of Understanding (MOU) between the City of Leesburg and the Lake Community Action Agency, Inc. for the Home Repair Grant Program

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

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	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 January 13, 2025**

B. PURCHASING ITEMS:

- 1. Purchase request for one (1) 2026 Mack LR64 for the amount of \$385,745.50 from Nextran Truck Center, contract holder for the Florida Sheriffs Association, contract FSA23-VEH21.0.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the First of three new As-Needed Municipal Support Agreements with Willdan Engineering, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,963

- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Second of three As-Needed Municipal Support Agreements with Bureau Veritas North America, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,964

- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Third of three As-Needed Municipal Support Agreements with Proclaim Engineering Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,965

- 4. Resolution of the City Commission of the City of Leesburg authorizing approval for the Leesburg Police Department to purchase a drone (sUAS) through the use of Police Forfeiture funds; and providing an effective date.**

ADOPTED RESOLUTION 11,966

- 5. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from DS & JG Properties, LLC for the purpose of granting the City an Easement over the**

property described therein; and providing an effective date.

ADOPTED RESOLUTION 11,967

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Mid-Florida Partners, LLC, joined by Gulf Atlantic Bank; and providing an effective date.**

ADOPTED RESOLUTION 11,968

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (MOU) between the City of Leesburg and the Lake Community Action Agency, Inc., for the Home Repair Grant Program; and providing an effective date.**

ADOPTED RESOLUTION 11,969

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

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Pederson said he was okay with the project. However, he questioned if the \$4,000 fee was in years past. **CM Minner** replied yes, that fee was included last year. When we started the home grants, we found a bunch of stuff that goes along with this including inspections, organizing of contractors and subcontractors, and other grant dollars that are matched with our dollars. That was done through the Lake Community Action Agency. This year we expanded the program. We went from \$300,000 to \$600,000. This agreement covers two years. We left the term clause a little bit more open, so staff did not need to come back to the commission if there was a year three, since we would continue to use Lake Community Action. At the next meeting, there will be a presentation that shows the successes of year one. He wanted to put this on the radar in case questions came up. That \$4,000 cost was part of the grant, and it was included last year. Assuming this agreement is approved, the Housing Director will pull together a list of the folks that were missed last year, and add more to it. The new grants will come forward individually, just as last year. Once the grant agreement is approved, it will be wrapped in with the help from Lake Action Community Agency, which is where the inspection and administrative fees are woven in.

Commissioner Berry remarked that, hopefully, after the presentation, others will become more interested after seeing the before and after. **Commissioner Burry** commented that this will affect twenty-four houses and that is important, because we are removing blight from twenty-four homes. **Mayor Reisman** asked if there were any further comments. There were none.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes

Commissioner Connell	Yes
Mayor Reisman	Yes

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

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
PLEASE NOTE: FOR ITEMS 6.A.6; 6.A.7; AND 6.A.8 - THE APPLICANT HAS REQUESTED THAT THESE ITEMS BE POSTPONED AND NOT HEARD THIS EVENING.

A. SECOND READING OF ORDINANCES:

- 1. 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 131.5 +/- acres from General Commercial, Transitional, Institutional, Recreation, and Low Density Residential to Downtown Mixed-Use, for properties generally located south of the Leesburg-Wildwood Trail and West Line Street; east of Perkins Street, Euclid Avenue and South 9th Street; north of West Dixie Avenue, East Dixie Avenue and that portion of Pine Street lying east of Childs Street and west of Rambo Street; properties lying west of Rambo Street; south of a portion of East Main Street that lies west of Rambo Street and east of North Canal Street; and properties lying west of that portion of North Canal Street north of East Main Street and south of the Leesburg-Wildwood Trail; as legally described in Sections 23, 25, and 26, Township 19 South, Range 24 East; lying in Lake County, Florida; and providing an effective date. (DT MXU LSCP)**

ADOPTED ORDINANCE 25-01

Mayor Reisman asked the city attorney to perform the swearing in. **CA Watson** asked anyone wishing to provide testimony on item 6.A.5, the Sunnyside View rezoning or item 6.A.8, the Cronin Dewey Robinson SPUD and first reading item 6.B.3, the Silver Spring PUD to stand and raise their right hand. He swore them in.

Commissioner Pederson introduced ordinances 6.A.1 and 6.A.2 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this item was for the downtown mixed-use, future land use district. There are two cases; the first case is a map amendment changing the current downtown mixed-use area of approximately twenty-seven acres to about one hundred and thirty acres. The second item is the text amendment, which changes the wording. As presented, we are trying to encourage economic growth and the overall engagement of our citizens in downtown Leesburg in a live-work-play environment. An example of

"live" is that we have apartments being constructed right now in the old Butler Chevrolet building off Main Street on Magnolia Street. We also have the potential for a future proposal for some additional residential uses (apartments) at the old Lee School site. We had recent discussions about potential town homes to be developed which would face the Magnolia Trail. In the "work" part of live-work-play, we have a lot of people employed downtown. We have city hall and the police and fire headquarters on Magnolia, along with several restaurants, a variety of retail and office businesses. Beacon College also anchors the east side of downtown, and we have the reuse of the Tropic Theater. Finally, under the "play" portion of live-work-play, we have the Veterans Memorial Park that includes a pond on Meadow Street and three pocket parks thanks to the city's work with Beacon College. We also have the Magnolia Trail that runs through the downtown and connects to other trails in the city. We have Venetian Park and Rogers Park, which is just over the boundary along with the old Dabney Pool site. If they look at examples of live-work-play, those are strong indicators of a healthy and growing downtown. So, by expanding the district, we are trying to allow additional opportunities for housing, working and recreational opportunities. Now remember, it would not make a huge change immediately, because these types of things take years to work through. Again, the first case is for the map amendment, which expands the area from the core downtown out towards Dixie Avenue, back towards the railroad right-of-way trail over towards Canal, and then over towards Lee School. It would go from twenty-seven acres to about one hundred and thirty acres. The second item is the amendment, which changes the future land use wording. It basically says the downtown mixed-use land use category is established to encourage economic activity, living quarters, and local employment opportunities within the historic downtown. It would consist of a variety of retail, conveniences, entertainment, personal business, and other professional services, as well as a diversity of housing types and churches. We are trying to encourage people to get their cars off the road and their feet on the street. We want more activity downtown. **Commissioner Pederson** asked if they were amending the height restrictions in the downtown? **PZD Miller** answered no, not at that point. **Commissioner Pederson** said they could approve something outside the standard zoning in a PUD; however, he did not know if they were encouraging that. In the code now it is thirty-five feet or three stories. **PZD Miller** remarked that he would have to go back and look it up, but in a PUD, they could go to any height. **Mayor Reisman** asked if there were any other comments from the commission and the audience. There were none.

The roll call vote was:

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

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

2. **An Ordinance of the City of Leesburg, Florida, amending the City's Comprehensive Plan Future Land Use Element, Goal 1, Objective 1.1, Item h. "Downtown mixed use," to allow the expansion of the existing Downtown Mixed Use Future Land Use designation, providing for conflicts, severability, and an effective date. (Downtown Mixed-Use Expansion Area CPTA).**

ADOPTED ORDINANCE 25-02

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

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

The roll call vote was:

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

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

3. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 2.82 +/- acres, and being generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, 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. (Sunnyside View ANNX)**

ADOPTED ORDINANCE 25-03

Commissioner Pederson introduced ordinances 6.A.3, 6.A.4, and 6.A.5 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this proposal was for an annexation, small scale comprehensive plan amendment, and a rezoning. It is located on the east side of Sleepy Hollow Road, south of Park Hill Avenue. The request was for straight zoning. It is not a PUD. It would go to City R-1, which is low-density residential. They are asking for eight lots and those eight lots would match the eight lots to the north of the property. There will be 9,000 square foot lots and the R-1 zoning minimum is 7,000. It has a two-floor maximum height and includes two parking spaces. They agreed to the signage consisting of a decorative entry feature, and they are offering a children's playground while none of those things are required. That is being offered on the eastern portion of the property. We included the dark sky lighting requirement and this meets the requirements of the city's new comprehensive plan along with the Sunnyside regulations, which were passed in 2024. **Mayor Reisman** asked if the applicant had anything to add. **From the audience**, the applicant said no, unless there were questions. **Commissioner Burry** asked if this was the same density as the property to the north. **PZD Miller** said yes. **Commissioner Burry** wanted to verify if the property to the north was in the county. **PZD Miller** said he believed so, and the density is the same. **Mayor Reisman** asked if there were any other comments from the commission and audience. There were none.

The roll call vote was:

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

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

4. **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 2.82 +/- acres from Lake County Urban Low Density to City of Leesburg (SEM) Sunnyside Estates Medium, for a property generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside View SSCP)**

ADOPTED ORDINANCE 25-04

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

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

The roll call vote was:

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

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

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 2.82 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg R-1 (Low Density Residential) to allow for a residential development for a property generally located east of Sleepy Hollow Road and south of Park Hill Avenue, lying in Section 29, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside View Rezoning)**

ADOPTED ORDINANCE 25-05

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

Mayor Reisman 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 Burry	Yes
Mayor Reisman	Yes

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

- 6. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 9.94 +/- acres; and being generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 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 3; and providing an effective date. (Cronin-Dewey Robbins ANNEX)**

TABLED ORDINANCE

Commissioner Pederson introduced ordinances 6.A.6, 6.A.7, and 6.A.8 to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Pederson made a motion to table items 6.A.6, 6.A.7, and 6.A.8 until the city commission meeting of February 24, 2025, that will be held in the Fred A. Morrison commission chambers at 5:30 p.m., and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

- 7. 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 9.94 +/- acres from Lake County Rural to City of Leesburg Low Density Residential, for a property generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins SSCP)**

TABLED ORDINANCE

8. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 9.94 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 48 townhomes and 15,000 square feet of commercial for a property generally located north of Dewey Robbins Road, east of U.S. Highway 27, lying in Section 31, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Cronin-Dewey Robbins SPUD)**

TABLED ORDINANCE

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 337.15 +/- acres; and being generally west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 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 3; and providing an effective date. (Silver Springs ANNX)**

Commissioner Pederson introduced ordinances 6.B.1, 6.B.2, and 6.B.3 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this was an overall proposal for an annexation, large scale comprehensive plan, and rezoning. It consists of three hundred and thirty-seven plus or minus acres. It is generally located on the west side of Number Two Road, north of Busby Road. Again, it is an annexation, large scale comprehensive plan, and a rezoning. The request is for 825 detached single-family residences with associated amenities. On the large-scale comprehensive plan, the request is to change the future land use from Lake County Rural to City of Leesburg Estate. The rezoning request would change the zoning from Lake County Agriculture and Community Facilities District to City of Leesburg PUD Planned Unit Development. Under the PUD requirements there are several lot sizes. Again, it will have 825 single-family residences with no other uses permitted. The lot sizes consist of fifty, sixty, seventy, and one hundred and forty-five feet with graduating house sizes of 1,700, 1,800, 1,900, and 2,000 respectively, as they go up by lot size. Two floors is the maximum height, and we included the architectural standards and facades, which are shown in exhibit D. There is a requirement for dark sky lighting, trees in each yard, thirty-five percent of the property being open space and a twenty-five-foot landscape buffer along the entirety of the property boundary. There is a 100-foot landscape buffer along Number Two Road and the 25 feet closest to the residential lots have to be planted as seen in exhibit G. There is a split rail fence or an opaque four-foot plank fence required along Busby Road. Sidewalks are a requirement throughout the development and, of course, the usual Bahia or Bermuda instead of St. Augustine grass. All the main

access points are required to be boulevard-type roadways with a landscaped median of at least eight feet in width connecting them. The boulevard roadways are to allow for emergency access. The signage will be a decorative entry feature with a five-foot minimum height on each side. There are 3.92 acres of recreation required in two separate recreation areas. That has been set aside for swimming pools, playgrounds, dog parks, gazebos, those types of things. There is a walking trail provided around the wetlands in the northeast corner. Of course, we included the phasing clause, which has been required by this commission and that has worked out well. It requires a substantial commencement within four years or the property automatically reverts to RE-1, which is one acre per unit. This project has been to the Florida Department of Commerce, and they came back to us with no substantial comments. The entire development has to be on city water and wastewater. There are no wells or septic fields allowed. Tara Tedrow of Lowndes, Drosdick, Doster, Kanter & Reed was in attendance to represent the case.

Tara Tedrow of Lowndes, Drosdick, Doster, Kantor & Reed, 215 North Eola Drive, Orlando said she was there on behalf of the applicant. **PZD Miller** corrected his statement, he said this item had been to the Florida Department of Commerce, but it has not. **Ms. Tedrow** continued to say that staff had already given an overview of the project. It is located off Busby Road and Number Two Road. Watson Road is adjacent to the property site. It is approximately two miles north of Dewey Robbins Road. They have held two community meetings to date, one on April 17th and the other on June 12th of last year. There was a bit of a lag from when they had submitted everything, held the community meetings and made revisions to the plans, because they ended up putting in a postponement until they had their last hearing before the planning commission. The proposed project includes an annexation, a future land use amendment, and a rezoning. Currently, the project site is within Lake County and the current Lake County future land use designation is rural. The zoning on the property is Community Facility District (CFD) and Agriculture, with a majority of the project site being located within the CFD zoning, which allows for a number of different uses under the current designation. It includes everything from assisted living facilities, community residential homes, schools, daycare, dorms, nursing homes, professional offices and colleges and universities are permitted under the Lake County zoning designation. Of course, our request would bring this under the jurisdiction of the city and its regulations.

Referring to a slide, she said the current City of Leesburg zoning map shows the surrounding properties as City PUD's, and they meet the threshold requirements under Florida Statutes Chapter 171 for annexation. The city has the 2014 Interlocal Service Boundary Agreement (ISBA) with Lake County and this property is specifically identified in the exhibits of that agreement. Therefore, this property is eligible for annexation into the city. In order for development to happen on this site, annexation is required as a threshold matter. Again, they meet both statutory requirements for annexation given the contiguity to the surrounding city properties and the fact that this was contemplated by both the city and the county for annexation in 2014 ISBA. Referring to a slide, she showed the site plan details. The current site plan has a variety of different housing products. They have made changes to the plan since the first time it was brought to public community meetings. A significant change includes the addition of one acre lots along Number Two Road. The biggest issue they heard from surrounding residents at those community meetings was that they wanted Number Two Road to have one acre lots. They also wanted there to be specific architectural design standards along with preserving a 100-foot setback, which included eighty-five feet of mature tree line. They also want a split-rail fence around the development. After those meetings, they went back and changed the plan to include the fence and the one acre lot sizes. One specific request was for them to have a variety of different lot sizes along the internal street network, so we went back and changed the end cap to have some larger lots on street end caps. They also asked to have larger lots around the entire perimeter of the subject property. So, they increased the lot sizes on the entire perimeter, and along Number Two Road. They respected the buffer requests from the neighbors, and removed access entirely from Number Two Road. The plan was changed to have access routed through the Whispering Hills development to US 27. That request put the onus on the developer because

they would have to either construct the access if they were to go ahead of Whispering Hills or tie in the boulevard access point from their property to the contemplated access points of Whispering Hills. One way or another, they would have to make sure sufficient access exists to allow residents a way out that avoids Number Two Road. That was the biggest complaint that they heard from residents. They did not want any vehicles on Number Two Road, so they agreed to redesign the plan, which put a bigger risk on the developer because they had to jump through hoops at greater costs, but it allowed for a better plan that the residents were able to accept.

Referring to a slide, she showed where the mature tree line would be along Number Two Road and that is where the one acre lots would be. She also showed the open space plan. They are required to have thirty-five percent of open space, but they proposed thirty-nine percent open space on the property. Four acres will be a combination of active and passive recreation of the overall thirty-nine percent that has been presented. It will include a clubhouse and a pool area with designated parking. There will be dog parks, and some passive recreational areas which include a tot-lot. In the existing preserved wetland conservation area there will be low impact nature trails for a walking park area. She showed a street buffer rendering of Number Two Road that included a split rail fence, so when people drive past they will see an enhanced buffer of landscape with a split rail fence. They are keeping the eighty-five-foot existing vegetation, which has some very nice large mature trees and those trees will help shield the houses in the development. She then showed a sample rendering of the homes that would be constructed along Number Two Road, and they have very nice elevations. The residents asked for a more rural character, and that is what they are presenting. The proposal includes conceptual renderings and the required facades for the property.

Referring to another slide, she showed the criteria that city staff went through along with the analysis for making a recommendation of approval. They received unanimous approval as a recommendation by the planning commission. She showed the analysis of project compatibility. The projects closest to them, both Whispering Hills and Eagle Tail, are both similar in density. They proposed 2.4 units per acre and that is what the PUD would cap it at. If they look at the compatibility analysis, the adjacent projects have similar sized lots as well as a similar density to what has been proposed. There are multiple criteria in terms of consistency with the comprehensive plan elements and the objectives that staff made in terms of diversity of housing. It is a sustainable type of development with land use compatibility. It was all looked at and reviewed by professional staff when they rendered their recommendation. The recommendation found the proposed request for a PUD compatible with current surrounding zoning districts, and it was compatible with the proposed future land use designation. It did not appear to create any detriment to surrounding properties based on the location and proximity to future compatible development. The recommendation shows that they meet the requirements of Chapter 163 Florida Statutes, and they are compatible with adjacent future land use designations with the proposed zoning of the PUD. They meet the criteria necessary, and they are consistent with the city's growth management plan. If there are any members of the public present that she has not yet had a chance to talk to before this hearing and if they have any comments, she would appreciate an opportunity to come back and respond.

Commissioner Burry asked about the requirements for this PUD. Did we compare the requirements to Whispering Hills since this development would be like Whispering Hills? **PZD Miller** said yes, because this development depends on the success of Whispering Hills. If that development does not happen, this developer would have to bring all the money to build the roads through Whispering Hills. They still have to work with them one way or another. **Commissioner Burry** wanted to know if there were substantial differences in requirements because they approved Whispering Hills about three to four years ago. He wanted to make sure that we got everything. **PZD Miller** responded this development would be very complimentary. This development would have one hundred-foot lots and the Whispering Hills development would have a few along Number Two Road and this development includes a bigger buffer.

This development has some really nice architectural designs. **Commissioner Connell** questioned whether the present zoning in the county was agriculture. With the current density in the county, how many houses would they be able to have if it was developed? **PZD Miller** replied that under the county, agriculture would be one unit per five acres. **Commissioner Connell** clarified that if this was developed in the county, they would get sixty-eight homes. **PZD Miller** agreed. **Commissioner Connell** continued to say the applicant is asking for eight hundred and twenty-five homes, so that is a difference of seven hundred and fifty-seven units. **PZD Miller** concurred. **Commissioner Connell** pointed out that there was a huge difference in the number of units. **Mayor Reisman** said we have talked about adding irrigation to the fountains and ponds in PUD's. He wanted to know if that would be added to this PUD. **PZD Miller** agreed. That was something they have spoken about recently, and he believes they constructed this PUD off of the Whispering Hills development, and they will make sure to add the requirement for sprinklers in wet ponds. At this time, they do not know whether it will be wet or dry, but they will make sure it is added. **Commissioner Pederson** said he liked the one-hundred foot buffer, so he did not care if there was a fence or not. **Mayor Reisman** asked for public comments.

Mario Nappa of 27548 Stony Brook Drive commended the developer for working with the community to keep traffic off of Number Two Road, since Number Two Road cannot handle it. He did not have the numbers in front of him, but there are about ten thousand homes dumping on to US 27 between the Turnpike entrance at US 27 and CR 48. If they count all the roads that will be impacted by The Villages and the new developments on CR 48, that will add another six to seven thousand homes. Now is the time to approach the MPO and the state about widening US 27. It needs to be six lanes not four. It is six lanes in Clermont, and it is six lanes in Fruitland Park and Lady Lake. He knows it will be painful coming through Leesburg, especially at Main Street and Dixie Avenue, but it is time to take action. Maybe Commissioner Burry could approach the MPO, and he will address this as well at their next public meeting. We cannot have all these homes going in with US 27 remaining the way it is because it will be bottle-necked. **Mayor Reisman** asked if there were any other comments from the commission and the public. There were none.

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 337.15 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 East, Lake County, Florida; and providing an effective date. (Silver Springs LSCP)

Commissioner Pederson made a motion to transmit documents to the reviewing agencies, and Commissioner Burry seconded the motion.

Commissioner Connell stated this development would have a lot of units. It is way higher than they could get if they were to develop in the county. That is a comparison of about sixty homes compared to eight hundred homes. This proposal should be turned down right now. It should not be submitted to the state. **Mayor Reisman** asked if there were any other comments from the commission. There were none.

The roll call vote was:

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

Four years, one day, the Commission approved the motion.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 337.15 +/- acres from Lake County A (Agriculture) and CFD (Community Facility District) to City of Leesburg PUD (Planned Unit Development) to allow for 825 single-family residences, with accompanying amenities, for a property generally located west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 East, Lake County, Florida; and providing an effective date. (Silver Springs PUD)**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. **None**

8. CITY ATTORNEY ITEMS:

CA Watson mentioned at the last meeting the commission approved leeway for the Blurock closing that covered property located across the street from the airport. It looks like they will get that wrapped up by the end of the week. He got the last document recorded at the tail end of last week, so his office will be in touch to get the closing documents signed by the mayor.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Pederson had no items to address.

Commissioner Berry commented that she was excited about the initiative to amend the future land use map of the comprehensive plan and the impacts of district one, four and five, and they are all in agreement. She wanted to give kudos to the Martin Luther King group for another successful parade as well as the owner of Artist with a Purpose for the Soulfest activities that was held after the event on Saturday. They had a very nice turnout. Last, with the opening of the Melon Patch Theater on Friday night. It was a great night, and it was very comical. She recommended that everyone go see it and support it. She was looking forward to seeing other plays.

Commissioner Connell had no comment.

Commissioner Burry said the city manager sent an email out regarding the old Stay and Save hotel located on US 27 near Griffin Road. That has been an on and off again project. He would like to give an update about what is happening. They are proposing apartments upstairs and potential commercial uses downstairs. **CM Minner** agreed. There will be about sixty apartment units with a mix of stuff downstairs.

Commissioner Burry said he wanted the public to know about this because he had received questions about it. Also, on the old Lee School property, he spoke with the city manager, and it was explained that they would be coming to us soon. **CM Minner** informed the commission that the first reading for the PUD will be held on February 10th, and the second reading will be held on February 24th. **PZD Miller** added there will be no comprehensive plan amendment involved as long as the future land use change for the downtown mixed-use goes through. If that happens, it will go through as a straight zoning.

Commissioner Burry wanted to clarify that there was already a potential use. **PZD Miller** agreed. Finalizing his comments, **Commissioner Burry** asked for an update on the Venetian Isles project. **CM Minner** stated the commission extended the development bond on that, which was about two hundred and fifty, to half a million dollars. However, the electric department is making improvements because they are getting ready to build the apartment complex. We are anticipating they will go up. At the end of the day, the issue is that the bond will expire, so it will be on their desks again. The way the development order reads between the developer and the electric department is that they were required to build the infrastructure that included the hotel and commercial pad sites. There were supposed to be about nine buildings in that commercial PUD. However, in all honesty, he does not think they will meet the requirements of the agreement or the extension unless they started moving faster than The Villages. So, that item will come before them to consider granting them another extension. It may be something where they may want to scratch the agreement and start a new one, but they will cross that bridge when they get there. It was extended back in the summer. **Commissioner Pederson** said he thought they extended that agreement for two years. **CM Minner** agreed. They should have another healthy year on it.

Mayor Reisman said he has received requests for statements regarding growth, development, and things like that. He wanted to see if the commission would agree to ask the city manager to create a draft statement on behalf of the commission, so they could have a united front on what our beliefs are. That way, when we are asked, we can present that statement. **Commissioner Connell** stated that would depend on the beliefs, because, obviously, there are different beliefs when it comes to development. So, he would object if it appeared that he would be in agreement with some of the stuff that goes on here.

Mayor Reisman mentioned that they could wait to see what the city manager comes up with first. They should wait to see what is presented first. **CM Minner** said this was brought up by a few of the commissioners because they get consistent media requests about growth and most of the answers are typically the same. He would be happy to draft a statement and bring it back to the commission for a vote. They may not all agree on it, but a joint statement would need to be reviewed by the commission, and they would all vote on it. If they all agree, then that is the statement. If they do not, then there will be varying parts of it. However, they could modify it. He would be happy to put something together and bring it back to them at the next meeting. **Commissioner Berry** commented that they could look at the statement after he provides the listing on growth. They could compare Leesburg to other cities and the county. **Commissioner Pederson** pointed out that she was referring to the presentation that will be made next month on growth. **CM Minner** said he would put together a draft statement, but he did not know if it needed to correspond exactly to growth. He would put together a draft statement and get that out to them. He reminded them that they needed to respond to him separately. If he gets three people to say yes, it will be on the agenda. If they say no, it will not be on the agenda. **Commissioner Burry** commented that he was fine with having a summation, but all commissioners have a voice and just because someone may not agree with others, that should not be seen as a muzzle or that they just went along with it.

Everyone should be able to have their opinion about growth and that is really important. **Mayor Reisman** pointed out that it could be worded like that in the statement. With upcoming events, on February 1st we have the Fishers of Men, the North Florida Bass Tournament at Venetian Gardens. On February 8th he hopes to see everyone at the Leesburg Airport from 10 am to 2 pm for the Food Truck Fly In. They will have ten food trucks in their parking lot, and about sixty to eighty aircraft showed up last time. He anticipates more showing up for this event. Then, this past Friday night, he had the pleasure of attending opening night with Commissioner Berry, Commissioner Burry and the city manager with their spouses at the Melon Patch Theater. It was a great night. He also attended Saturday and Sunday where he spoke with people that attended and listened to their feedback. There was a wide variety of Leesburg residents, surrounding residents and villagers who were all very appreciative that the City invested in the arts. They were all excited about it. They said that they love The Villages, but they also like to get out of The Villages. They were excited about coming to Downtown Leesburg. They thought our downtown was phenomenal. They were excited about everything that was happening.

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 Burry and a second by Commissioner Pederson, the meeting adjourned at 7:03 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 10, 2025

From: Robert Hicks, (Deputy City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing contract with Lakeside Electrical Services, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Lakeside Electrical Services, LLC to enter an agreement extending the terms of the original agreement.

Analysis:

The purpose of this amendment is to extend the contract until March 11, 2027.

Procurement Analysis:

On March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY.

Options:

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

Fiscal Impact:

Any expenses incurred will be paid out of the department requesting the electrical services.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT TWO TO AN EXISTING CONTRACT WITH LAKESIDE
ELECTRICAL SERVICES, LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment Two to the existing agreement with Lakeside Electrical Services LLC, whose address is 2240 Griffin Road, Leesburg, Florida 34748, for electrical 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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

**AMENDMENT THREE
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the ____ day of _____ 2025, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **LAKESIDE ELECTRICAL SERVICES, LLC** whose address is 2204 West Griffin Road, Leesburg, Florida 34748 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the “Agreement”).

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2027.
- b. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2025.
- c. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2023.
- d. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility.” This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20)

calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. MODIFICATION

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. COUNTERPARTS

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

Table 1 – Effective Billable Rates

COST PROPOSAL FORM				
ITEM	CLASSIFICATION	UNIT	REGULAR TIME RATE	OVERTIME RATE
1	Master Electrician	Hour	\$85.00	\$127.50
2	Journeyman Electrician	Hour	\$65.00	\$97.50
3	Apprentice Electrician	Hour	\$45.00	\$67.50
4	Helper/Laborer	Hour	\$30.00	\$45.00
5				
6				
7				
8				
9				
ITEM	COST ITEM	UNIT	COST OR PERCENT	
10	Emergency Call Out Charge	Lump Sum	\$450.00	
11	Material Markup	%	15	
12	Rental Equipment Markup	%	15	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

“LAKESIDE ELECTRICAL SERVICES, LLC”

Ryan Gonzalez

By: _____

Ryan Gonzalez

Its: **President** _____

(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 10, 2025

From: Robert Hicks, (Deputy City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to an existing contract with Electrical Works, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Electric Works, LLC to enter an agreement extending the terms of the original agreement.

Analysis:

The purpose of this amendment is to extend the contract until March 11, 2027.

Procurement Analysis:

On March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY.

Options:

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

Fiscal Impact:

Any expenses incurred will be paid out of the department requesting the electrical services.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT THREE TO AN EXISTING CONTRACT WITH ELECTRICAL
WORKS, LLC; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Electrical Works, LLC, whose address is 307 Main Street, Leesburg, Florida 34748, for electrical 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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

**AMENDMENT THREE
TO AN ELECTRICAL SERVICES AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the ____ day of _____ 2025, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ELECTRICAL WORKS, LLC** whose address is 8010 US HWY 441, Leesburg, Florida 34788 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on March 11, 2019, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Electrical/Electrician Services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2027.
- b. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2025
- c. **Renewal Term.** The parties agree to extend the term of the agreement an additional two (2) years through March 11, 2023.
- d. **Hourly Labor Rates.** Hourly labor rates have been increased. The new billable hourly rates are reflected in Table 1 and replace the rates included in the original Agreement as Attachment 'B'.
- e. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this

Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

3. MODIFICATION

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. COUNTERPARTS

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

Table 1 – Effective Billable Rates

BILLABLE RATES				
ITEM	CLASSIFICATION	UNIT	REGULAR TIME RATE	OVERTIME RATE
1	Master Electrician	Hour	\$115.00	\$137.50
2	Journeyman Electrician	Hour	\$95.00	\$127.50
3	Apprentice Electrician	Hour	\$75.00	\$97.50
4	Helper/Laborer	Hour	\$65.00	\$82.50
5	Equipment Operator	Hour	\$95.00	\$127.50
ITEM	COST ITEM	UNIT	COST OR PERCENT	
A1	Emergency Call Out Charge	Lump Sum	\$270.00	
A2	Material Markup	%	25%	
A3	Rental Equipment Markup	%	25%	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

ELECTRICAL WORKS, LLC

By: _____

Its: _____

(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: February 10, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute a Mobile Organic Biofilm System Trial Agreement with Nuvoda Innovative Water Solutions, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the Mobile Organic Biofilm System Trial Agreement with Nuvoda Innovative Water Solutions, LLC.

Analysis:

On the 25th of September 2023, the City Commission of the City of Leesburg authorized the Mayor and City Clerk to enter into a Cost Share Agreement with SJRWMD to conduct a pilot study in the amount of 50.00% of the total project cost of \$308,775 or \$154,388, whichever is less. The pilot study consists of introducing Nuvoda Innovative Water Solution's Mobile Organic Biofilm System into one of the Sequence Batch Reactors at the Turnpike WWTF. The authorization of this agreement will allow the City to issue a Purchase Order to Nuvoda to initiate the introduction of the Mobile Organic Biofilm System.

Procurement Analysis:

For satisfactory completion of the Agreement, the cost to the City is \$90,000.00 of which SJRWMD will reimburse the City for 50% or \$45,000.00.

Options:

1. Approve the Mobile Organic Biofilm System Trial Agreement with Nuvoda Innovative Water Solutions, LLC; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be processed to add the SJRWMD grant to the WWT budget. The remaining funds for this purchase are available in the WWT Turnpike plant expansion.

Account No. 044-4099-535-6410
Project No. 440006
WF No. 1395953

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO
EXECUTE A MOBILE ORGANIC BIOFILM SYSTEM TRIAL AGREEMENT
WITH NUVODA INNOVATIVE WATER SOLUTIONS, LLC; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Mobile Organic Biofilm System Trial Agreement with Innovative Water Solutions, LLC, whose address is 608 Gaston St, Raleigh NC 27603, for equipment and services required for the installation of the MOB System at the Turnpike WWTP.

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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

MOB System™ Trial Agreement

*Prepared for
Turnpike Wastewater Treatment Facility
Leesburg, FL*

*Engineer
Dewberry*

*Nuvoda Proposal No. 3
January 3, 2025*

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Sample Trial Agreement



Between Nuvoda, LLC and City of Leesburg

The purpose of this Trial Agreement (“Trial Agreement”) is to establish the terms of a trial and license of Nuvoda’s patented Mobile Organic Biofilm (“MOB”) System™ by the <<PlantName>>. All exhibits hereto are incorporated by reference.

Trial Terms

A. Parties

- Nuvoda, LLC (“Nuvoda”) located at 608 Gaston Street, Raleigh, North Carolina 27603.
- Turnpike Wastewater Treatment Facility, (“CUSTOMER”) located at 1600 County Road 470 Leesburg FL.

B. Timing

- Nuvoda will supply the screening device and control panel based upon a mutually agreeable schedule in advance of the trial start date.
- Nuvoda will supply kenaf media to the site no later than May 2025, for use with the MOB System, further described in Exhibit A, at the <<PlantName>> (the “Facility”), further described in Exhibit B.
- The MOB Trial will begin May 2025, and operate through November 2025. Success will be determined by achieving the Trial Period Performance Goals, further described in Exhibit C.
- CUSTOMER has the option to purchase the MOB System at any point during the Trial.

C. Party Responsibilities

- NUVODA to provide:
 - One (1) Rotary Drum Screen, One (1) Drum Screen Control Panel, and One (1) lot of MOB media.
 - One (1) Trip for screen commissioning and start-up.
 - One (1) Trip for media addition, start-up, and process training.
 - Three (3) additional trips throughout the span of the trial, with timing agreed upon by CUSTOMER and Nuvoda.
- Nuvoda to participate in weekly conference calls with owner.
- Nuvoda to provide a dedicated engineer as main point of contact during the trial.

- Nuvoda will furnish a final trial demonstration report upon conclusion of the trial.
- CUSTOMER is responsible for all costs related to shipping of equipment and media and installation costs.
- CUSTOMER is responsible for sample collection, lab analysis, and data collection. Nuvoda will provide an excel spreadsheet where all data should be recorded. If owner has their own form, Nuvoda will work with owner to update with required information. Nuvoda reserves the right to collect additional samples as needed to complete specialty analysis as required at Nuvoda's cost. This additional analysis results will be shared with the owner upon completion.

D. Commercial

- CUSTOMER will pay \$90,000 USD, for the 6-month Trial. Additional time can be added to the end of the trial at a cost of \$12,000 per month.
- At any point during the MOB Trial, CUSTOMER may elect to purchase the screening equipment, MOB media, and perpetual license to use the MOB System. Monthly trial fees for the MOB Trial will be credited at 100% to the MOB Purchase Price to a maximum of 12 months of trial fees.

E. Termination

- Trial will operate for a minimum of six months and CUSTOMER will be responsible for all monthly charges during the Trial timeframe.
- CUSTOMER and Nuvoda will agree on any extension of the trial.
- CUSTOMER will promptly disconnect the screening device at conclusion of the trial.
- CUSTOMER is responsible for disconnection, cleaning of the screen, and return shipment.
- CUSTOMER will coordinate timing of return shipment with Nuvoda.
- The kenaf media will initially remain in the system. No mechanism will be installed to artificially retain or remove the kenaf media. The kenaf media will be wasted over time as a normal part of the plant's operations. Any disposal costs will be the responsibility of the CUSTOMER.
- Termination of the trial at any point by the owner shall result in payment of the remainder of the trial fee listed below.

F. Licensing, Intellectual Property and Confidentiality

- CUSTOMER will be granted a limited, non-exclusive, non-transferable, and non-sublicensable royalty-free license to use the MOB System and associated equipment provided by Nuvoda for the period of the trial and any extensions, solely at the Facility.

- License will be terminated thirty (30) days after the end of the trial, and its extensions, unless MOB purchase is completed.
- CUSTOMER shall take commercially reasonable actions to ensure that its affiliates do not, directly or indirectly, violate the license or any intellectual property rights owned by Nuvoda.

G. MOB System Purchase Price

- The purchase price shall be \$3,500,000 USD.

H. Additional Provisions

- Screening equipment will remain the property of Nuvoda during and after completion of trial or until final purchase of the MOB System.
- CUSTOMER must keep sustained mixing of 0.5 m/s within any basins containing the kenaf media at all times.
- Trash collection and fine screening will be the responsibility of CUSTOMER.
- If the MOB System is removed at the direction of CUSTOMER and the MOB System is purchased at a later date, the requested re-installation may result in additional fees for additional engineering, shipping, re-supply of kenaf media, and startup services.
- During the trial, CUSTOMER and Nuvoda will agree on any process changes that may be deemed necessary. CUSTOMER and Nuvoda will share performance data regarding modifications that directly or indirectly impact the performance of the MOB process.
- Trial performance is based on the influent parameters and equipment parameters as outlined in Nuvoda's proposal dated January 18, 2024. A Pre-Trial Checklist as shown in Exhibit D will be reviewed by both parties prior to start of the Trial.
- Nuvoda warrants that it has the rights to the MOB process, which is a patented process set forth in the Nuvoda Patents and any other pending patents, and will at all times indemnify and hold CUSTOMER harmless from any and all claims, causes of action, and expenses (including reasonable attorneys fees) as a result of any claim by a third party relating to Nuvoda's ownership and right to enter into this Trial Agreement. Nuvoda further warrants such patent rights encompass the MOB System and that Nuvoda is not aware of any other claims to the ownership of such patent rights.
- Nothing contained in this Trial Agreement shall prevent CUSTOMER from performing such additional tests as it may deem necessary to evaluate the MOB System and its processes.
- Any notice shall be deemed served on the other party upon its mailing if the notice is sent certified mail, return receipt requested and regular mail.
- NUVODA SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, SPECIAL,

PUNITIVE, EXEMPLARY, INCIDENTAL AND INDIRECT DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE NUVODA TECHNOLOGY, THE SYSTEM OR THE TREATMENT PLANT. NUVODA'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO NUVODA UNDER THIS AGREEMENT. NO ACTION AGAINST NUVODA ARISING OUT OF THIS TRIAL AGREEMENT MAY BE BROUGHT BY THE OTHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

- Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent, or employment relationship between Nuvoda and CUSTOMER.
- Neither party shall assign, delegate, or otherwise transfer in any way either this Trial Agreement or any of its rights, duties, and/or obligations hereunder without the prior written consent of the other party.

I. Billing Terms – Process Demonstration

MILESTONE		TERMS	VALUE
1	Executed Agreement	On Order	\$ 90,000 USD
2	Months 1-6	NET 30	0 USD / mo
3	Demonstration Extension (If Applicable)	NET 30	\$ 12,000 USD / mo

J. Additional Items

	QUANTITY	
Additional Process Modelling	N/A	TBD if Required
Engineer On-site Support	Per Day	\$2,000 USD plus travel expenses
Technician On-site Support	Per Day	\$1,600 USD plus travel expenses

K. Exclusions

1. Additional Design

The engineering work described in this report does not include the design of a permanent facility to house the WAS media retention screens or other ancillary equipment.

2. Equipment Offloading

The engineering work described in this report does not cover the cost of equipment off-loading, lifting and unloading equipment, concrete, grading, or anything outside what is provided in the Nuvoda scope of supply.

3. Installation

Installation is not included.

4. Laboratory Sampling Fees

The engineering work described in this report does not include any costs for fees related to analytical sample analysis that may be conducted by a third-party laboratory.

5. Permitting

The engineering work described in this report does not include any costs for mechanical/electrical/other permitting and/or engineering drawings related to this effort.

6. Freeze Protection

The engineering work described in this report does not include any costs to provide freeze protection to piping, equipment and/or pumps that are external to the supplied equipment installed at job-site.

7. Electrical Connection or Energy Usage

The engineering work described in this report does not include any costs to provide and connect power to equipment or run low-voltage conduit, nor does it cover any costs for the electrical usage, heating, and cooling consumed by the unit.

8. Equipment Anchoring & Seismic Calculations

Report does not include any seismic calculations or seismic drawings. Anchor tabs or holes are included on all screen skids. Strapping for tanks is not included. Client to provide anchor bolts and anchor skids to existing substrate based on local requirements.

9. Other Site-Specific Engineering Requirements

No other specific local, customer, or site-specific engineering or code requirements have been incorporated at this time.

10. Taxes/Fees

Pricing does not include applicable duties, taxes, or brokerage fees of any kind. Pricing does not include any sales taxes, state, GST, HST, provincial, municipal & government taxes of any kind and any charged or required to be remitted or withheld will be in addition to the proposal pricing and the responsibility of the customer. The Purchaser shall procure all permits, licenses, registrations, certificates, etc., if any, required for the installation and operation of any equipment quoted above.



[Signature page]

Nuvoda LLC

City of Leesburg

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Exhibit A – MOB System Proposal

MOB System™ Proposal

Prepared for
Turnpike WWTP
Leesburg, FL

Engineer
Dewberry

Nuvoda Proposal No. 22-007
January 18, 2024

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First, we would like to thank you for giving Nuvoda your consideration.

Nuvoda is a team of passionate engineers and researchers dedicated to innovative, sustainable, and renewable biotechnologies geared directly towards advancing the frontier of modern wastewater treatment. Our core competency lies in manufacturing, integrating, and delivering state-of-the-art biofilm and granular sludge technologies.



With headquarters and an engineering design team in Raleigh, NC, Nuvoda continues to break the mold and deliver award-winning solutions for clients across the globe.

Introduction and Process Overview

Nuvoda proudly presents the Mobile Organic Biofilm™ (MOB System™), a groundbreaking wastewater treatment solution tailored to meet stringent nutrient removal demands, enhance secondary sludge settling, and augment the capacities of secondary treatment processes, all while addressing the constraints of existing bioreactor configurations.

This patented technology represents a 100% plant-derived hybrid approach, bridging the benefits of Integrated Fixed-Film Activated Sludge (IFAS) and Aerobic Granular Sludge (AGS) methodologies. At its core, the MOB System leverages renewable lignocellulosic plant material as a mobile carrier to foster biofilm growth, while utilizing flocculant and naturally-forming granules to support the process.

The MOB System stands out for its fully mobile carriers, free to traverse the entirety of secondary wastewater treatment processes. These carriers cultivate a robust and versatile stratified microbial community that facilitates both simultaneous nitrification/denitrification and enhanced biological phosphorus removal. As these mobile particles circulate into secondary clarifiers, their enhanced settleability contributes to improved Sludge Volume Index (SVI), reduced effluent TSS, increased secondary clarifier capacity, and improved sludge dewaterability.

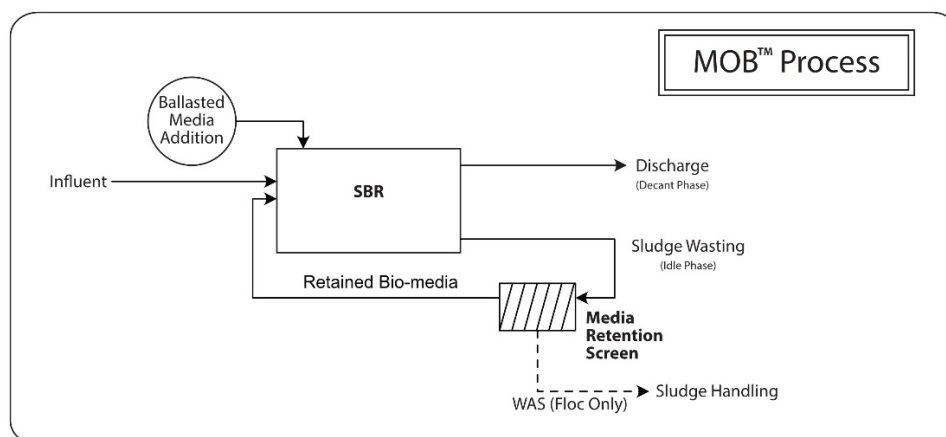


Figure 1 provides an illustration of how the MOB System would be implemented at the Turnpike WWTP.

Figure 1. MOB System Process Flow Diagram.

Our design for the Turnpike WWTP is based on a 1.25% biomedial fill rate in the bioreactor(s), resulting in 250 m² of media surface area per cubic meter of bioreactor volume. The media provides a substratum for stratified biofilm growth. Such growth increases the specific gravity of the mobile carriers, resulting in improved settleability within the secondary clarifiers. The majority of the hybrid biofilm and suspended growth sludge is then returned to the bioreactor(s) with the Return Activated Sludge (RAS) while any mobile carriers in the Waste Activated Sludge (WAS) stream are retained by a rotary drum screen and subsequently directed back to the bioreactor(s). With the MOB System operating as a closed-loop process, media loss is minimal, resulting in easily manageable annual replenishment. The biomedial, composed of a lignocellulosic fiber, resists breakdown under secondary treatment conditions, and poses zero risk of discharging unwanted particles, such as microplastics, to the environment. If the biomedial must be wasted for any reason, it readily biodegrades in anaerobic digestion.

Beyond the process enhancements, operational maintainability stands as major advantage of the MOB System. Implementation of the MOB System can be accomplished smoothly over the span of several sludge ages and does not require the intensive interventions associated with other process solutions.

The primary equipment addition of rotary drum screen(s) demands minimal operational and maintenance attention. Importantly, there are no complex carbon management prerequisites to achieve granulation with the biomedial as a backbone. Our clients often report that their operations and maintenance staff require no specialized training, since the MOB System operates in a very similar manner as their treatment plant did before implementation.

The Turnpike WWTP stands to benefit greatly from the implementation of the MOB System, including, but not limited to, the following benefits:

- 1) significantly increased BNR and BOD removal capacity
- 2) enhanced process stability during peak flow events
- 3) improved secondary sludge settleability
- 4) robust and stable operation

We are pleased to submit this budgetary proposal with detailed design criteria for a MOB System installation at the Turnpike WWTP. Our goal is to provide a cost-effective, custom-engineered, innovative solution that will meet the specific needs of your facility.

Facility and Process Information

A. Existing Facility Design Parameters

The proposed process configuration consists of six sequencing batch reactors, (SBRs) followed by cloth media filtration.

Process Configuration: Aerobic Only

1. Bioreactors – SBRs 1 – 4 (SBRs 5 and 6 currently under construction)

Bioreactors	Volume (each train)	Unit
SBR	1.20	MG

Total Bioreactor Volume: 7.18 MG

B. Influent Characteristics

Parameters	AADF	MMF	Unit
Flow	6.0	7.7	MGD
cBOD ₅	379	420	mg/L
TSS	212	318	mg/L
TKN	59	63	mg/L
Alkalinity	200	200	mg/L
Temperature, Winter	15	15	°C
Temperature, Summer	20	20	°C

C. Effluent Targets

Parameters	Current	Unit
cBOD ₅	20.0	mg/L
TSS	5.0	mg/L
NH ₃ -N	1.0	mg/L
Total Inorganic Nitrogen (TIN)	10.0	mg/L
Total Phosphorus (TP)	NR	mg/L

This proposal is based on implementing the MOB System to achieve and maintain target concentrations listed in the above table at the design flows, loads, and temperatures. If there are different goals for the MOB System, Nuvoda can complete process modeling, using SUMO by Dynamita to confirm estimated process performance for different effluent criteria.

Process Design Proposal

A. Process Design Overview

Based on the effluent criteria presented above and the design flows/loads, Nuvoda has developed a MOB System retrofit plan for the Turnpike WWTP. The following subsections detail the design principles and parameters of the implementation of MOB System.

- Existing Process: SND – Sequencing Batch Reactor
- Process Selected: MOB System integrated into existing SBR process
- Flow Diagram and Process Layout:



B. MOB System Process Design Parameters

MOB System Properties	Value	Unit
Media Outer Surface Area	0.076	m ² /g
Media Dry Density	263	kg/m ³
Media Specific Gravity (wet)	1.056	-
Mass-based SSA of mobile biofilms	0.1	m ² /g of media
Volume-based SSA of mobile biofilms	200	m ² /m ³ tank

C. Operation Design Parameters

Parameters	Value	Unit
DO in Aerobic Basins	0.5 – 4.0	mg/L
Minimum Velocity for Mixing	0.3 – 0.5	m/s
Wastewater Temperature	15 - 20	°C
WAS	6-7%	% Inf

Budgetary Proposal

Below is a list of equipment and services required for the installation of the MOB System at the Turnpike WWTP. The provided pricing is valid for 90 days from January 18, 2024 and is based on Nuvoda's standard equipment offering. All Prices are EX Works.

A. Equipment List

EQUIPMENT	CONTENT	QUANTITY	UNIT
Full Plant MOB System	Biomedia	5,181,623	m ²
Biomedia Retention Screens	Opening Size	500	µm
	Biomedia Chute	1	ea
	Washdown System	1	ea

B. System Cost – Permanent Installation

ITEM	QUANTITY	LINE TOTAL
Full Plant MOB System Retrofit	1	\$3,500,000
Biomedia Retention Screens	2 (1 Duty, 1 Standby)	Included
Process Start-up	1	Included
TOTAL		\$3,500,000 (EX WORKS)

C. System Cost – Process Demonstration

ITEM	QUANTITY	UNIT COST	LINE TOTAL
1-Basin MOB System Process Demonstration	6-Month Minimum	\$ 30,000 Down + \$ 12,000 USD / mo.	\$ 90,000
Biomedia Retention Screens	1 Duty	Included	Included
Process Start-up	1	Included	Included
TOTAL			\$ 90,000 (EX WORKS)

D. Billing Terms – Process Demonstration

MILESTONE		TERMS	VALUE
1	Demonstration Agreement	Upon Order	\$ 30,000
2	Months 2-6	NET 30	\$ 12,000 / mo.
3	Demonstration Extension (monthly)	NET 30	\$ 12,000 / mo.

E. Additional Items – Permanent Installation

	QUANTITY	
Additional Process Modelling	N/A	TBD if Required
Engineer On-site Support	Per Day	\$2,000 USD plus travel expenses
Technician On-site Support	Per Day	\$1,600 USD plus travel expenses

F. Billing Terms – Permanent Installation

MILESTONE		TERMS	PERCENTAGE
1	Purchase Order	NET 30	10%
2	Upon Submission of Design Package	NET 30	30%
3	Prior to Shipment, Ex Works	NET 30, not to exceed 60 days past milestone 2	50%
4	Commissioning/Start-Up Complete	NET 30, not to exceed 60 days past milestone 3	10%

G. Exclusions

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3. Installation

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4. Laboratory Sampling Fees

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Conclusion

We look forward to working with the Turnpike WWTP and helping your facility achieve its effluent goals. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective process upgrade solution. Please do not hesitate to reach out by email or phone if you have any questions about this proposal or the MOB System.

Sincerely,

Brian Jones
Director of Sales
brianjones@nuvodaus.com
(501) 416-8928

David Mullins, P.E.
Director of Technology
davidmullins@nuvodaus.com
(843) 300-9509

Exhibit B – Facility Description

The Turnpike WWTP is four-basin sequencing batch reactor facility currently undergoing an upgrade to six basins for additional capacity.

The MOB system will be installed in SBR basin 4. Below is a visual representation of the proposed operation. The rotary drum screen will be installed on the existing concrete pad at the end of basin 4 near the decanter, and the existing WAS pump will pump the wasted sludge to the screen. The media will be returned via a trough provided by others to the a point midway down length of the reactor. The screened WAS will flow to a tank and pump system provided by others to send flow to the aerobic digesters.

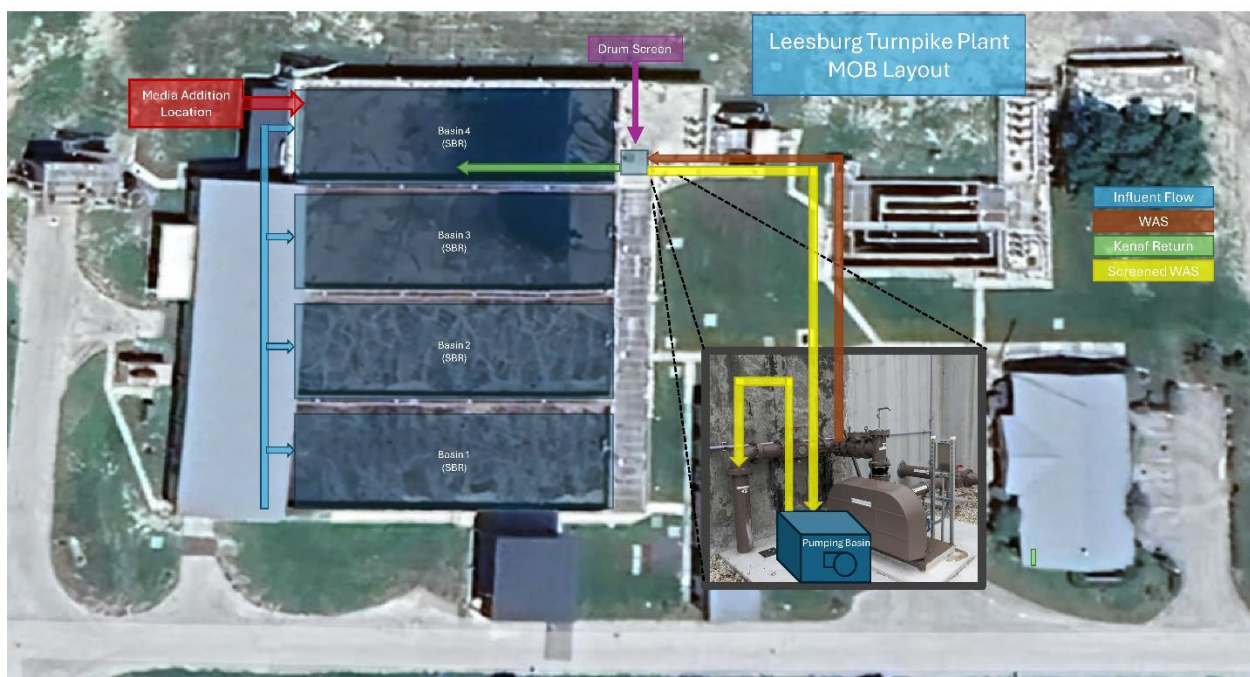


Exhibit C – Trial Period Minimum Performance Goals

Definitions of Success:

1. Prove increased capacity with integration of the MOB Process is sufficient to accommodate future capacity improvement within the 6-basin SBR system, A target of 1.2 MGD per SBR basin for a 6-basin capacity of 7.2 MGD at current influent parameters would prove economically viable for the facility to consider a permanent MOB installation.

Effluent Value Targets:

Parameter	Value	Units
BOD5	20	mg/L
TSS	5	mg/L
Nitrate	10	mg/L
Ammonia	1	mg/L

Means of achieving increased Capacity:

1. Basins are able to shorten settling time due to increased settleability, thereby allowing a greater number of cycles per day.
2. Basins are able to shorten react time due to increased rate of biological treatment, thereby allowing greater amount of cycles per day.

Trial Plan

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The trial will be carried out in three phases in order to find a pathway to increased capacity:

	PHASE 1: BIOFILM ACCLIMATION	PHASE 2: PROCESS INTENSIFICATION	PHASE 3: CAPACITY ANALYSIS
COMPLETION TIME	30-45 days	30-45 days	Remainder of trial
OPERATIONAL CHANGES	Add media	Increase wasting for shorter SRT	Cycle times, DO, and SRT as needed to achieve treatment objectives
WHAT TO LOOK FOR	Media darkens in color and equipment is functional	Decreasing SRT to target value	Performance maintained under stress conditions
SAMPLING	• Nuvoda microscopy* • SVI	• Nuvoda microscopy* • SVI • Effluent ammonia and NOx	• Influent flows and concentrations • Cycle-time-based reactor concentrations • Nuvoda microscopy*
WHEN IS TRIAL READY FOR NEXT PHASE?	Darker media and Nuvoda recommendation	Complete nitrification at short SRT	

***Nuvoda will provide microscopy analysis of the biofilms at various points throughout the trial to assess the physical properties of the biofilms and verify that the appropriate biology is present in the system**

Trial Preparation

Task – Measure influent at regular intervals over 24-hour period to map when highest loadings occur

Multiple rounds of sampling should be conducted as basins 3 & 4 will experience different loadings as they will be filled at different times of day.

Basin 3	Basin 4	Parameters Measured
		COD, sCOD, ffCOD, TSS, NH ₃ , TN, TP, Alk of influent

Phase 1: Biofilm Acclimation – Successfully grow biofilm on the media. Visual appearance of biofilms on media should be darker and a microscopy analysis should confirm substantial biofilm growth.

Basin 3	Basin 4	Parameters Used
No operational change	Install media into basin, with no other operational changes	none

Estimated Time: 30-45 days

Phase 2: Process Intensification – Decrease the SRT of the flocculant sludge to a target of 5 days.

Basin 3	Basin 4	Parameters Measured
Keep original SRT	Incrementally increase wasting mass by running longer wasting cycles	Sieved MLSS, TSS of WAS, daily WAS flow totals
	Measuring sieved MLSS of basin over time until target SRT of 5 days is reached.	

Phase 3: Capacity Analysis – Verify the means of achieving increased capacity by shortening reaction time, settling time, or both.

The WWTP currently receives about 2 MGD ADF, which is significantly lower than the rated capacity. Therefore, quantifying the carbon and nutrient loadings from influent flow and concentrations will allow for a calculation of a removal rate using time-based testing of the mixed liquor during the treatment cycle. Multiple rounds of sampling should be conducted as basins 3 & 4 will experience different loadings as they will be filled at different times of day. Indication of increased removal rates would allow the WWTP to shorten reaction times and thus increase overall capacity.

Plan for quantifying removal rates:

Basin 3	Basin 4	Parameters Measured
Original SRT	5-day SRT	Influent volume, BOD and ammonia. COD, sCOD, NH3, Tot N, NO3, NO2 of basin at prescribed time intervals*
Original React & Decant time intervals	Original React & Decant time intervals	
Basins should be operated with same cycle times, measurement location of sample should be same in each basin		

Improve Settleability

Tracking SVI throughout the trial will indicate increased settling performance and settling velocities within the system.

Basin 3	Basin 4	Parameters Measured
The SVI results can be compared between the two as long as the operational		Measure SVI ₃₀ , SVI ₁₅

Stress Test: Shorten settle time.

Basins settling time will be shortened to observe settling rate impact of effluent quality. Settle times of 50, 40, and 30 minutes could be used.

Basin 3	Basin 4	Parameters Measured
Original SRT	5-day SRT	TSS, COD, sCOD, NH3, Tot N, NO3, NO2 of basin effluent at 3 points during decant cycle
Original React & Decant time intervals	Original React & Decant time intervals	
Basins should be operated with same cycle times, measurement location of sample should be same in each basin		

Estimated Time: 7 days**

**dependent on availability of field work to take and process samples

Exhibit D – Pre-Trial Checklist

Media Retention Screen Installation

- ☐ Inspect and verify all piping and electrical connections.
- ☐ Verify function of screen drive unit.
 - ☐ Confirm correct rotation of screen.
- ☐ Verify function of each screen spray wash.
 - ☐ Confirm the function of solenoid valve(s).
 - ☐ Confirm that spray is properly exiting each nozzle.
 - ☐ Confirm that pressure and flow requirements are met.
- ☐ Inspect and verify operation of retained solids rewetting or transport system (if applicable).
- ☐ Perform a functional test of the screen with WAS flow in the absence of kenaf for a minimum of 72 hours.
- ☐ Take photos and or video of each screen in operation and share with Nuvoda.

MOB Media

- ☐ Identify location of proper storage of media in a dry location, if required.
- ☐ Identify media addition location.
- ☐ Coordinate media addition date with Nuvoda and treatment works operations staff.
- ☐ Verify lifting equipment availability for media addition date.
- ☐ Verify Nuvoda representative availability for media addition date.

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF LEESBURG**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and the CITY OF LEESBURG ("Recipient"), whose address is 550 South 14th Street, Leesburg, Florida 34748. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2023-24 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its April 11, 2023, meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project as described in the Statement of Work, Attachment A (hereafter the "Project"):

Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot
REDI/Innovative

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

The term of this Agreement is from the date upon which the last party has dated and executed the Agreement or October 1, 2023, whichever is later ("Effective Date") until September 30, 2025 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before June 30, 2025. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (a) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (b) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2024, the cost-share agreement will be subject to termination and the funds subject to reallocation.

- 2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT AND SOURCE OF COST-SHARE FUNDING**

- (a) **Cost-share Funding Amount.** For satisfactory completion of the Project, the District shall reimburse Recipient an amount not to exceed approximately 50.00% of the total project cost of \$308,775 or \$154,388, whichever is less.
- (b) The Cost-share Funding Amount is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (c) "Construction Cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

- (d) Work performed or expenses incurred after the Completion Date are not eligible for Cost-share reimbursement.
- (e) The anticipated source of the Project Cost-share Funding Amount is:

Percentage of Project Cost	Not to Exceed Amount	Source
50.00%	\$154,388	District sources
0%	\$0.00	State sources
0%	\$0.00	Federal sources

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for the amount of Cost-share funding specified in paragraph 4 (a). The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); Invoices that do not correspond with this paragraph shall be returned without action within 20

business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment, Attachment D, to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Derek Busby, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177
 Phone: 386-329-4459
 Email: DBusby@sjrwmd.com

RECIPIENT

Cliff Kelsey, Project Manager
 City of Leesburg
 550 South 14th Street
 Leesburg, Florida 34748
 Phone: 352-728-9786
 Email: Cliff.Kelsey@leesburgflorida.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality, or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30, and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as

to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs (a) above and this paragraph shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in

excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY OPPORTUNITIES.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceeding is Putnam County and federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENCE OF PARTIES.** The parties are independent entities and do not serve as agents or representatives of one another. This Agreement does not create a joint venture relationship between the parties. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

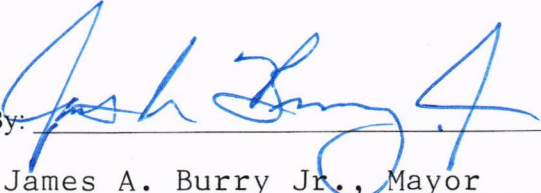
23. **PERMITS.** Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **SCRUTINIZED COMPANIES.**
- (a) Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - (b) If this Agreement is for more than one million dollars, the Recipient certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Recipient is found to have submitted a false certification; or if the Recipient is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - (c) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.
26. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
27. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF LEESBURG

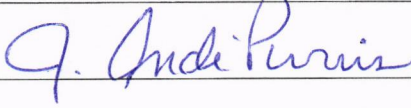
By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By:  _____
James A. Burry Jr., Mayor

Typed Name and Title

Date: _____

Date: September 25, 2023

Attest:  _____
J. Andi Purvis, City Clerk

Typed Name and Title

LaDonna Johnson, SJRWMD QC Reviewer

Attachments:

- Attachment A — Statement of Work
- Attachment B — Project Progress Report Form
- Attachment C — District Supplemental Instructions Form
- Attachment D — Insurance Requirements

ATTACHMENT A —STATEMENT OF WORK
LEESBURG TURNPIKE WASTEWATER TREATMENT FACILITY NUVODA FULL SCALE
PILOT REDI/INNOVATIVE

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost-share Initiative Program in Fiscal Year (FY) 2023-24 to develop and implement resource and water supply development projects and promote conservation. On April 11, 2023, the District's Governing Board approved funding for cooperative cost-share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems, or flood mitigation.

The City of Leesburg (Recipient) has been awarded funding for their Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot REDI/Innovative (Project) for the not to exceed amount as set forth in paragraph 4(a) of the Agreement. The Recipient is located in Lake County.

II. OBJECTIVES

The objective of this contract is to provide cost-share dollars that will enable the Recipient to determine whether Nuvoda Mobile Organic Biofilm (MOB) improves treatment efficiency of the city's wastewater treatment facility (WWTF).

III. SCOPE OF WORK

This innovative Project installs Nuvoda MOB into the city's existing WWTF treatment basin, to assess if the biomedica increases the treatment efficiency. The Project includes the treatment media and constructs pumping and piping modifications to an existing Sequence Batch Reactor (SBR) tank, drum screening, and return pumping. This pilot will evaluate the Nuvoda MOB process to assess if this innovative technology can further reduce the plant effluent nutrients. Once treated through the Nuvoda process, the effluent would still be decanted, filtered, and chlorinated, as per typical plant operation before leaving the facility.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final Project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the Project sites, related to Project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for Project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost-share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices in accordance with this cost-share agreement to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;

- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the Project are received;
- Quarterly progress reports identifying Project progress to date, key milestones reached, overall Project schedule versus time for Project completion, an updated spend-down plan, key issues to be resolved, Project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Coordinator at hnbarber@sjrwmd.com.
- The Recipient shall submit a final Project report within 15 days of final completion and acceptance detailing the Project's accomplishments and any issues resolved during the course of the work.
- Certification of construction completion by a professional engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost-share agreement is September 30, 2025. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	October 1, 2023	March 31, 2024

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall reimburse the Cost-share Funding Amount as set forth in paragraph 4(a) of the Agreement.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final Project report. If the total actual cost of this Project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for construction-related costs after October 1, 2023, cost incurred prior to October 1, 2023, will not be eligible for reimbursement.

ATTACHMENT B PROJECT PROGRESS REPORT

St. Johns River Water Management District
Project Progress Report

Contract #: 38827

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot REDI/Innovative		
Recipient:	City of Leesburg		
SJRWMD Contract Number:	38827	SJRWMD Project Manager:	Derek Busby
		Recipient's Project Manager:	Cliff Kelsey

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-share Budget

Total Cost-share Budget:		Cost-share Amount Expended This Period:	
Cost-share Amount Expended To-date:		Percent Cost-share Budget Expended:	

Spend-Down Plan**Fiscal Year 1**

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues, and solutions. Explain in detail.

--

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS

DATE:

TO: Cliff Kelsey
City of Leesburg
550 South 14th Street
Leesburg, Florida 34748

FROM: Derek Busby, Project Manager

CONTRACT NUMBER: 38827

CONTRACT TITLE: Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot
REDI/Innovative

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Derek Busby, District Project Manager

Acknowledged: _____ Date: _____

Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D — INSURANCE REQUIREMENTS

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Recipient's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' written notice (with the exception of non-payment of premium which requires a ten-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Recipient. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: September 25, 2023

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute a Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg.

Analysis:

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. The Leesburg Turnpike Wastewater Treatment Facility Nuvoda Full Scale Pilot REDI/Innovative has been determined to be an opportunity for the development of alternative or non-traditional water supply sources. As such, SJRWMD has offered a 50% cost sharing opportunity that will benefit the water resources and one or more of the District's missions and initiatives as well as reduce operating costs while increasing capacity for the City.

In short, this project seeks to introduce an additive into the treatment basins of the Turnpike facility which will increase their nameplate treatment capacity. The pilot program was contemplated and is part of the Turnpike expansion project. If it works, the Turnpike modified capacity could be greater than 6 MGD.

Procurement Analysis:

For satisfactory completion of the Project, the District shall reimburse Recipient an amount not to exceed approximately 50.00% of the total project cost of \$308,775 or \$154,388, whichever is less.

Options:

1. Approve the Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg ; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approving of this agreement will obligate the City to match SJRWMD's funding of the pilot study in the

amount of 50.00% of the total project cost of \$308,775 or \$154,388, whichever is less. Funds are available in the project budget for the Turnpike Wastewater Treatment Facility expansion. A budget adjustment will be necessary to add these funds to the current budget.

Account No. 044-0000-337-3800

WF No. WF1395953

RESOLUTION NO. 11,696

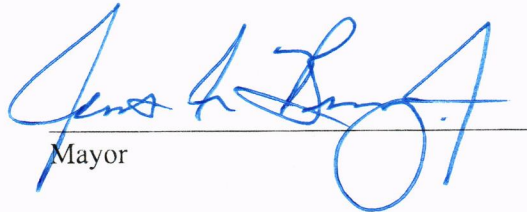
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A COST SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

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 GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, for cost-share dollars that will enable the City to determine whether Nuvoda Mobile Organic Biofilm (MOB) improves treatment efficiency of the city's wastewater treatment facility (WWTF).

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 25th day of September 2023.



Mayor

ATTEST:



City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 10, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, M & C Hunt LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Huntington Oaks)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the attached Proportionate Share Mitigation Agreement.

Analysis:

A proportionate share agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This Proportionate Share Mitigation agreement requires a payment of \$1,373,344.00, payable to the Lake County School board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:

N/A

Options:

1. Approve the attached Proportionate Share Mitigation Agreement as presented; or
2. Other action as the Commission may choose.

Fiscal Impact:

No fiscal impact on the City of Leesburg is anticipated as a result of this agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A PROPORTIONATE SHARE MITIGATION AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, M & C HUNT LLC, AND THE CITY OF LEESBURG, FLORIDA, TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE. (HUNTINGTON OAKS)

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

THAT the Mayor and City Clerk are hereby authorized to execute a Proportionate Share Mitigation Agreement, under Lake County School Concurrence Case Number 2024-20, for the Project known as Huntington Oaks, as attached hereto, between the Lake County School Board, whose address is 201 West Burleigh Avenue, Tavares, Florida, 32778, and M & C Hunt LLC, a Limited Liability Company, whose address is 1590 Bobby Lee Point, Sanford, Florida, 32771, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida, 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of February 2025.

Mayor

ATTEST:

City Clerk

Return to:
Lake County Schools – Growth Planning Dept.
201 W. Burleigh Blvd.
Tavares, FL 32778

Alternate Key Numbers: 1296525 and 1296544

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: **Huntington Oaks** School Concurrency Case# 2024-20

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), M & C Hunt LLC, a Limited Liability Company, whose address is 1590 Bobby Lee Point, Sanford, Florida 32771 (**Applicant**), and City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (“**Local Government**”). School Board, Applicants/Property Owners, and Local Government may also be referred to herein each as a “**Party**”.

WHEREAS, School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida (“**County**”) entered into that certain First Amended Interlocal Agreement For School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Applicant is the owner of those certain tract(s) of land located in Leesburg, Florida, commonly identified by Alternate Key(s) 1296528 and 1296544 and more particularly described on **Exhibit “A”** attached hereto, and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant has requested Local Government approval to allow development of three hundred and sixteen (316) total dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board’s capacity review is thirty-two (32) high school students (the “**Capacity Deficit**”).

WHEREAS, Local Government's approval of the final site plan or final plat without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the actual development of the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board, Applicant and Local Government hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the "**Expiration Date**"). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Applicant's good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and Local Government and recorded, at Applicant's sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** Applicant's proportionate share mitigation payment is One Million Three Hundred Seventy Three Thousand Three Hundred Forty Four and 00/100 Dollars (\$1,373,344.00 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $32 \times \$42,917.00 = \$1,373,344.00$).
 - b. **Due Date.** The Mitigation Payment shall be made prior to the recording of a plat for each phase approved by Local Government for the Project (the "**Due Date**"). This provision shall survive the expiration of this Agreement.

In the event that the final plat approved by LOCAL GOVERNMENT results in less than the proposed 316 residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by LOCAL GOVERNMENT.

- c. **Delivery Instructions.** Applicant shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit "D"**, to the School Board's Growth Planning Department at 201 West Burleigh Boulevard, Tavares, FL 32778.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Applicant shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Applicant shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to the School Board. The School Board will notify all applicable local governments once the Mitigation Payment is received by the School Board.

6. **Termination.** This Agreement shall be terminated at the School Board's option if (a) Local Government does not issue final development approval for the Project within one hundred eighty (180) days of the Effective Date of this Agreement, or (b) Applicant fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. Provided, however, with respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Applicant with the reasonable opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Applicant.

7. **Effect of Termination.** Except as otherwise provided for herein, if this Agreement is terminated, then Applicant and School Board shall have no further duties or obligations hereunder and Applicant shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Applicant, School Board, and Local Government each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and approvals of Local Government and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, and thereafter recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board:	School Board of Lake County Attn: Superintendent of Schools 201 West Burleigh Blvd. Tavares, FL 32778 Email contact – lavalleyh@lake.k12.fl.us
If to Local Government:	City of Leesburg Attn: City Manager 501 W. Meadow Street Leesburg, FL 34748
If to Applicant:	M & C Hunt LLC Attn: Michael J. Good 1590 Bobby Lee Point Sanford, FL 32771

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

12. **Recording of this Agreement.** Applicant shall submit this Agreement to the Lake County Clerk of Court for recording, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by all Applicant, School Board, and Local Government. Failure to timely submit this Agreement for recording shall render it null and void.

13. **Recording Notice of Satisfaction.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

14. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Applicant, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

15. **Construction.** This Agreement shall be construed as if Applicant, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

16. **Modification; Waiver.** This Agreement may not be modified or amended, nor shall any provision of this Agreement be waived except in writing signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so.

17. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

18. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

19. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Applicant, School Board, and Local Government each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Applicant, School Board, and Local Government hereby waive any challenge to personal jurisdiction or venue in such courts.

20. **Prevailing Party Attorney's Fees.** If Applicant, School Board, or Local Government brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

21. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Applicant shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

22. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

23. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

IN WITNESS WHEREOF, Applicants/Property Owners, School Board, and Local Government have executed this Agreement as of the dates set forth below.

M & C Hunt, LLC

By: 

Print Name: Michael J Good

Date: 12/14/24

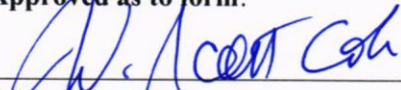
The School Board of Lake County, Florida

By: 

Mollie Cunningham, Board Chair
Tyler Brandenburg

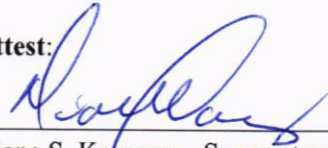
Date: 1-13-2025

Approved as to form:



School Board Attorney

Attest:



Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____
Jimmy Burry, Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

Exhibit A – Legal Description

Parcel 1:

The Southwest 1/4 of the Northwest 1/4 of Section 28, Township 20 South, Range 24 East in Lake County, Florida.

Parcel 2:

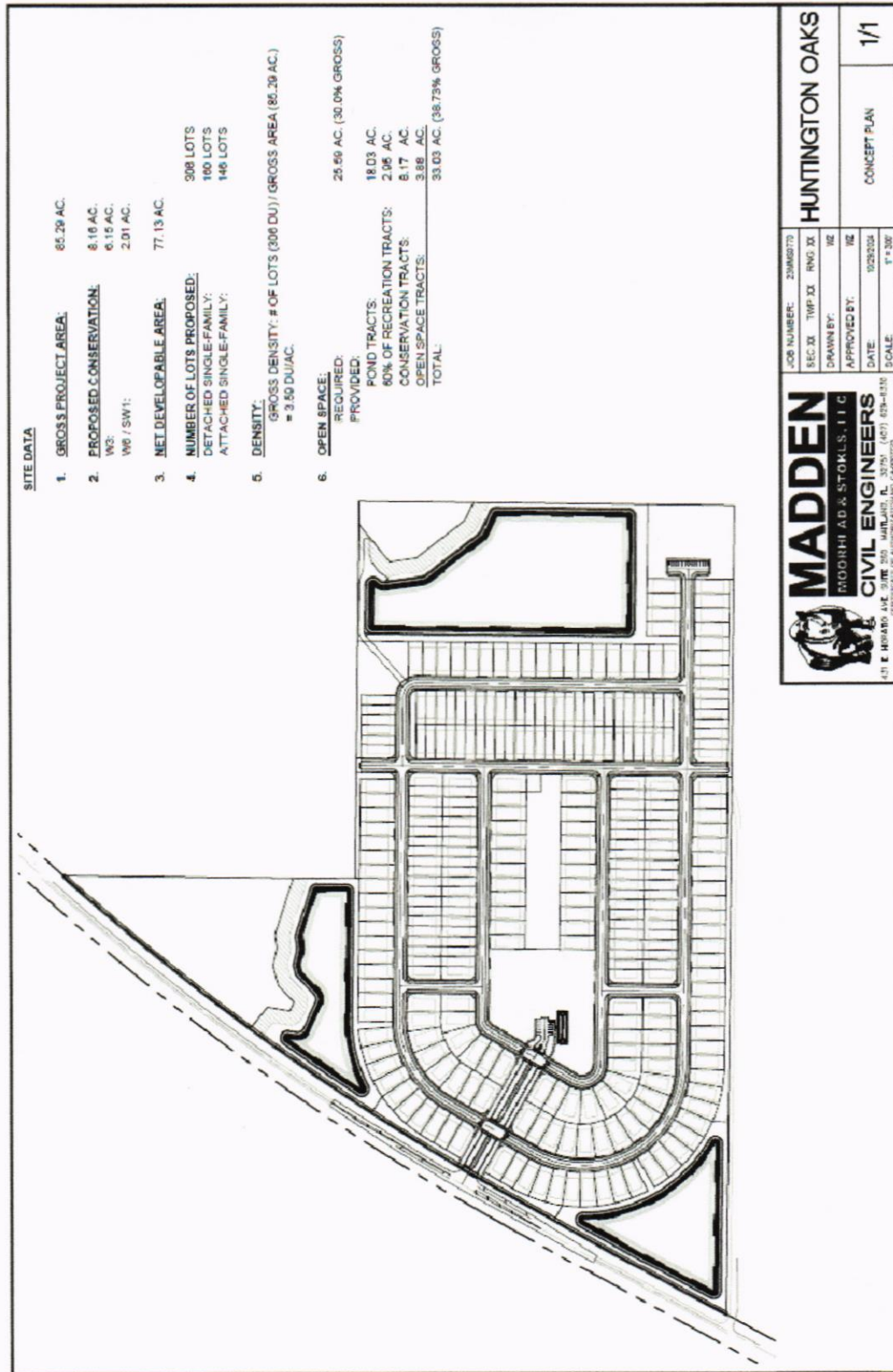
That part of the Northeast 1/4 of Section 29, Township 20 South, Range 24 East in Lake County, Florida, lying South and East of the easterly line of the right of way of the Atlantic Coast Railroad, LESS the right of way of State Road No. 48, and also LESS: All other rights of way for public roads.

LESS AND EXCEPT the lands conveyed to Secret Promise Ltd., a Florida limited partnership, conveyed in the Special Warranty Deed recorded in Official Records Book 1906, Page 251, Public Records of Lake County, Florida, being more particularly described as: That portion of Section 29, Township 20 South, Range 24 East, Lake County, Florida, lying between SR 48 right of way and former SCL Railroad right of way.

Exhibit B – Location Map



Exhibit C – Site Plan/Subdivision Plan



MADDEN		HUNTINGTON OAKS	
RODRIGUEZ & STOKES, P.C.		CONCEPT PLAN	
CIVIL ENGINEERS		1/1	
431 E. HOWARD AVE. SUITE 200 HUNTINGTON, IL 30751 (407) 629-8130		DATE: 10/26/2024	
CERTIFICATE OF AUTHORIZATION NO. 0000000000		SCALE: 1" = 300'	

Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2024-20
Project Title:	Huntington Oaks
Local Jurisdiction:	City of Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1296528 and 1296544
Permit Type: (Plat, preliminary plat or final site plan, final subdivision plan, etc.)	final site plan or final plat, whichever is applicable
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title (as it appears on the document)	Huntington Oaks
Total Units:	361
Unit Type: SF, MF, MH	Single Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department 201 West Burleigh Boulevard Tavares, FL 32778 For more information contact Heather Croney, Growth Planning Department at 352-253-6696 or by email at croneyh@lake.k12.fl.us

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 10, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Cattle Grazing and Hay Production Lease for the City of Leesburg Closed Landfill; and providing an effective date.

Staff Recommendation:

Staff recommends executing a Cattle Grazing and Hay Production Lease for the City of Leesburg Closed Landfill.

Analysis:

On January 13th, 2020 the City entered into a Cattle Grazing and Hay Production Lease for the City of Leesburg Closed Landfill with Mr. Sellars. The lease agreement was mutually beneficial. Mr. Sellars enclosed 60 acres of the 140 acre property so that his cattle could openly graze. In return the City did not have to perform grounds maintenance on the 60 acres, greatly reducing operating costs.

On January 13th 2025 the lease expired and Mr. Sellars contacted Public Works requesting to enter into a new 5 year lease.

Procurement Analysis:

N/A

Options:

1. Execute a Cattle Grazing and Hay Production Lease for the City of Leesburg Closed Landfill with Mr. Sellars; or
2. Such Alternative action as the Commission may deem appropriate.

Fiscal Impact:

The lease will net the City at least \$1650.00/year for a five year period and more depending on if the hay is ever harvestable.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CATTLE GRAZING AND HAY PRODUCTION LEASE FOR THE CITY OF
LEESBURG CLOSED LANDFILL; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a lease agreement with Darrell Sellars whose address is 240 State Road 44, Leesburg, Florida 34748, cattle grazing and hay production at the closed City landfill.

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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

GRAZING LEASE

THIS LEASE (the "Agreement"). is entered into as of the Effective Date defined in Section 32 below, by and between THE CITY OF LEESBURG, FLORIDA (the "Landlord"), and DARRELL C. SELLARS (the "Tenant").

WHEREAS. the Landlord owns that certain real property (the "Property") located in Lake County, Florida, which is more particularly described as that portion of Alternate Key No. 1293154 (as shown on the records of the Lake County Property Appraiser) outlined on the attached Exhibit "A;" and

WHEREAS, the Property is part of Landlord's former sanitary landfill, and

WHEREAS, Tenant has expressed a desire to use the Property for grazing cattle, and

WHEREAS, Landlord is willing to permit such use of the Property under the terms of this Lease,

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree. as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated into this Agreement.

2. LEASE. Landlord hereby leases and rents the Property to the Tenant, and the Tenant does hereby lease and rent the Property from Landlord, in accordance with the terms and conditions stated in this Agreement. Tenant shall access the Property through adjacent lands owned by Central Florida Excavating, Inc., and not through other adjacent tracts owned by Landlord.

3. TERM. (the "Term")

(a) Initial Term. The term (the "Initial Term") of this Agreement shall commence on the first day of the first month after approval of this Lease by the Leesburg City Commission (the "Commencement Date"), and shall terminate on the last day of the 60th month following the Commencement Date, unless sooner terminated in accordance with another provision of this Agreement, or extended as stated in Section 3(b). below.

(b) Renewal Term(s). Provided the Tenant is not in default of this Agreement (or any other agreement with the Landlord). the parties may by mutual consent renew this Agreement for such additional time as they may desire, at a rental amount specified by Landlord.

(c) Early Termination. Either party may terminate this Agreement at any time by delivering ninety (90) days prior written notice to the other party. Upon termination of the Agreement the Tenant shall surrender possession of the Property to the Landlord in accordance with Section 19, below. An early termination pursuant to this Section 3(c) extinguishes the Tenant's right to any remaining Renewal Terms under Section 3(b), above.

4. RENT. The term "Rent" as used in this Agreement is defined in this Section 4, together with any and all other amounts that are payable from the Tenant to the Landlord pursuant to this Agreement

(a) Base Rent. During the Initial Term, the Tenant shall pay Landlord an annual Base Rent of \$1,650.00 per year, together with any sales, use or other tax due thereon, for the use and occupancy of the Property. Rent shall be paid in advance upon the signing of this Agreement, for the initial year, and annually on the same date thereafter in advance for the remainder of the Initial Term and any renewals, and Tenant shall not be entitled to any refund or offset against Base Rent.

(b) Additional Rent. The Tenant shall pay as "Additional Rent" all other sums due from the Tenant to the Landlord in accordance with this Agreement.

(c) Renewal. If this Agreement is renewed, the parties shall negotiate in good faith to reach accord on a fair market rental amount, considering the Property, and the use by Tenant under this Agreement, and the continued use by Landlord as provided below for hay harvesting purposes.

5. ACCEPTANCE OF PROPERTY; ASSUMPTION OF RISK.

(a) The Tenant acknowledges that the Landlord has not made any representation to the Tenant as to whether the Property is suitable or safe for the Tenant's intended use. The Tenant has examined the condition of the Property, determined that the Property is acceptable for its intended and permitted use, and waives any and all defects that may exist within the Property and any structures or other improvements thereon.

(b) By its execution of this Agreement, the Tenant does hereby assume all risks associated with its occupancy and use of the Property, including without limiting the generality of the foregoing any and all risks associated with past, present, and continuing use of the Property for the cultivation and harvesting of hay, and acknowledges that the Tenant shall be solely responsible and answerable for any and all deaths, accidents, and injuries to persons or property brought, invited, or allowed onto the Property by Tenant, or occurring in, on, or around the Property due to the use of the Property by Tenant, without regard to the limits of Tenant's liability insurance required pursuant to Section 11, below.

(c) The Landlord is not required or obligated to make any repair or improvement to the Property.

(d) The Landlord shall not be responsible to the Tenant, its officers, agents, employees, guests or invitees, for any damage or injury caused by or due to the Property, or any structures, improvements, or any appurtenance thereof being out-of-repair or improperly constructed, or arising from or in any way related to prior use of the Property as a landfill, or continuing use to cultivate and harvest hay, unless such damage or injury proximately results from the sole and exclusive negligence of the Landlord, and then only to the extent permitted in accordance with Section 768.28, Florida Statutes.

6. USE OF PROPERTY; RESTRICTIONS; LANDLORD ACCESS.

(a) The Tenant shall use the Property solely for pasture of domestic cattle, and for hay harvesting.

(b) Grazing shall be limited to domestic cattle only. Tenant shall not permit any horses, swine, bison, fowl, goats, sheep, or any other animal to pasture, graze, or be located on the Property. Tenant shall not permit any malnourished or diseased cattle or horses on the Property.

(c) The Tenant shall not permit the cattle grazing to restrict the movement of wildlife through the Property.

(d) The Tenant shall not hunt or fish on the Property and shall not permit any other person to hunt or fish on the Property.

(e) The Tenant shall not trap or remove any feral animals causing damage to the Property or harm to the cattle, without first receiving the Landlord's written consent to do so.

(f) The Tenant shall use, and conduct its operations on the Property, in accordance with all applicable federal, state and local laws, statutes, regulations, and ordinances. The Tenant shall obtain and maintain all necessary permits and licenses required to conduct its business on the Property.

(g) The Tenant shall not use the Property in any manner that would (i) violate the conditions and restrictions stated in this Agreement; (ii) create a nuisance or trespass; (iii) interfere with Landlord's use of its adjacent lands, or (iii) vitiate or increase the rate of the Landlord's insurance on the Property.

(h) The Tenant shall not dump, spray or spread sludge on the Property and shall prevent others from doing the same.

(i) The Tenant shall pay, or cause to be paid, all charges for all utilities used by Tenant upon the Property throughout the Term, including any connection fees.

(j) The Landlord may enter the Property at reasonable hours to inspect the Property to ensure that the Tenant is complying with the all the terms and conditions of this Agreement, and at any time of day or night in connection with its use of the Property for hay cultivation and harvesting purposes.

(k) Tenant must obtain Landlord's prior, written permission to apply any fertilizer or other chemical on the Property. Landlord may withhold such permission in its sole discretion.

7. ALTERATIONS AND IMPROVEMENTS. The Tenant shall not make or permit anyone to make any improvements, installations, or alterations in or to the Property, except those expressly required by this Lease, or to change the Property grading or drainage (any of the foregoing, an "Alteration") without the prior express written consent of Landlord, which the Landlord may withhold in its discretion. Any permissible Alteration that the Tenant may make to the Property shall, at the sole election of the Landlord, either: (i) remain in and be surrendered with the Property and shall become the property of the Landlord at the expiration or early termination of this Agreement, free and clear of any claims, liens, mortgages or encumbrances; or (ii) be removed by Tenant upon termination of this Agreement, with Tenant restoring the Property at its expense to the condition it was in prior to the making of the improvement.

9. SIGNAGE. The Tenant shall not paint or place any signs, placards, or any other notice or advertisement of any type or character in, on, or upon the Property without the prior written consent of the Landlord which the Landlord may withhold in its sole discretion.

10. LIENS. The Tenant shall not mortgage, pledge or otherwise encumber its interests (i) in the Property, and (ii) under this Agreement. The Tenant, at its own cost and expense, shall at all times keep the Landlord's interests in and to the Property free and clear from and against all claims, liens, and legal processes of the Tenant's creditors and the Tenant shall protect and defend the Landlord's interests against the same.

11. INSURANCE. During the Term the Tenant shall pay for and maintain at all times, a policy of comprehensive general liability insurance coverage in the sum of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from anyone occurrence, whether in, on, and around the Property, or elsewhere. The Tenant's self-insured retention or deductible for such coverage shall not exceed \$25,000.00 without the permission of the Landlord. The Landlord shall be named as an additional insured on the Tenant's policy. The policy shall contain a waiver of subrogation in favor of Landlord. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII. The Tenant shall promptly notify the Landlord if an insurance policy is modified or canceled. Prior to occupying the Property, the Tenant shall provide the Landlord with a Certificate of Insurance for all such required insurance coverages and an opportunity to inspect a certified copy of each such required insurance policy. Thereafter, the Tenant shall annually deliver to the Landlord a Certificate of Insurance satisfactory to the Landlord evidencing that the Tenant maintains such insurance coverage and policies. The Tenant's failure to maintain all required insurance coverages and to comply with the provisions of this Section 11 is a material breach of this Agreement. Notwithstanding the coverage requirements and amounts stated in this Section 11, the Landlord may from time to time adjust the required coverage amounts based upon its Risk Manager's reasonable determination that the coverage amounts are inadequate to sufficiently protect the Landlord's interests.

8. MAINTENANCE AND REPAIR.

(a) The Tenant shall build, maintain and keep in good state of repair, adequate and substantial fences around the Property with proper gates and passageways for automobiles and other vehicles, sufficient to keep all livestock within the property. Tenant shall also construct, where

necessary, barriers around each monitoring well on the property, to prevent damage to the wells by cattle or other activities on the property. The Tenant will provide locks to the gates and furnish a key to these locks to the Landlord. Tenant shall indemnify Landlord against any damage to or destruction of monitoring wells, caused by any act or omission of Tenant, its agents, servants, licensees, invitees or guests, or by cattle kept on the property.

(b) The Tenant is responsible for mowing, pasture management and biweekly Property inspections which include examining the condition of all perimeter fencing and gates.

(c) At the Landlord's request, the Tenant shall manage any invasive exotic plants located on the Property.

(d) The Tenant shall, at its own cost and expense, keep and maintain the Property in good order and in a clean, safe and attractive condition. The Tenant shall keep the Property free of overgrowth, junk, debris and litter.

(e) The Landlord is not responsible for maintaining or repairing any part of the Property, other than those improvements used by it in the operation of its hay cultivation and harvesting activities on the Property.

(f) Landlord shall keep Tenant apprised of the dates and times Landlord plans to harvest hay.

12. INDEMNITY. The Tenant shall indemnify, defend (by counsel reasonably acceptable to the Landlord), protect and hold the Landlord and its commissioners, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, penalties, forfeitures, damages, losses, expenses and liabilities whatsoever (including, without limitation, attorneys' fees, costs and expenses incurred during negotiation, through litigation and all appeals therefrom) caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, (i) the Tenant's performance, non-performance, or breach of its duties and obligations under this Agreement, (ii) the use and occupation of the Property by the Tenant, its officers, employees, agents, guests, licensees, or invitees, and (iii) the negligent acts, error or omissions, or the intentional or willful misconduct of the Tenant, its officers, employees, agents, guests, licensees, invitees, or anyone for whose acts any of them may be liable. This Section 12 shall survive the expiration or early termination of this Agreement.

13. DEFAULT.

(a) Except as stated in the following sentence, if the Landlord materially defaults in any of its duties or obligations stated in this Agreement and fails to cure the same within thirty (30) days after the date that the Tenant delivers written notice to the Landlord of any such default, then the Tenant may terminate this Agreement. If, however, the Landlord's material default is such that it cannot be reasonably cured within thirty (30) days, then the Tenant shall not have the right to terminate this Agreement for such default if the Landlord commences the necessary curative actions within a reasonable time after receiving Tenant's notice and thereafter diligently pursues the cure to completion.

(b) Except as stated in the following sentence, if the Tenant materially defaults in any of its duties and obligations under this Agreement and fails to cure such default within thirty (30) days after the date Landlord delivers written notice to the Tenant of any such default or if the Tenant should

cease or discontinue use and occupancy of the Property for any period in excess of 180 days, then upon either event the Landlord may terminate this Agreement, resume possession of the Property for its own account, and pursue any other remedy or remedies provided by law or equity, without any further notice or demand to the Tenant. If however, the Tenant's material default of any Agreement duty or obligation is such that it cannot be reasonably cured within thirty (30) days, then the Landlord shall not have the right to pursue a remedy for such default if the Tenant commences the necessary curative actions within a reasonable time after receiving the Landlord's notice and thereafter diligently pursues the cure to completion.

(c) The Landlord will not be liable for any loss or damage suffered by Tenant resulting from the Landlord's exercise of its rights pursuant to this Section 13.

14. **LIABILITY LIMIT.** IN NO EVENT, SHALL THE LANDLORD BE LIABLE TO THE TENANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE LANDLORD WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. FURTHERMORE, LANDLORD SHALL NOT BE LIABLE TO TENANT IN ANY AMOUNT IN EXCESS OF THE LIMITS ON THE WAIVER OF SOVEREIGN IMMUNITY CONTAINED IN §768.28, FLA. STAT. (2018).

15. **ATTORNEYS' FEES AND COSTS.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

16. **EMINENT DOMAIN.** If the whole of the Property, or such portion thereof as will make the Property unusable to the Tenant for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Property shall cease on the date when possession of the Property is taken by the condemning authorities. If a portion of the Property is taken, but not an amount that would make the Property unusable to the Tenant for its intended purpose, then this Agreement shall continue in full force and effect. The Tenant shall have no right or claim to any part of any award made to or received by the Landlord for such condemnation or taking, and all awards for the same shall be made solely to the Landlord. The Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which the Landlord is entitled.

17. **ASSIGNMENT.** The Tenant shall not (i) assign this Agreement or any interest therein; (ii) sublease the Property or any portion thereof; or (iii) permit use of the Property by any party other than the Tenant, without the Landlord's prior written consent, which consent may be withheld in the Landlord's sole discretion.

18. **HAZARDOUS MATERIALS.** Tenant shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined, below) to be brought upon, kept or used in or about the Property by the Tenant, its guests, employees, contractors or invitees. If Tenant fails to comply with the foregoing covenant, then the Tenant shall be wholly responsible for (i) all costs incurred in connection with any investigation of site conditions and cleanup.

remediation, removal, or restoration work required by any federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the Landlord incurs, both regardless of whether such costs, damages or loss arise during or after the term of this Agreement. If Tenant must take any remedial action in accordance with this section, the Tenant shall first obtain Landlord's approval and then immediately take all actions (at the Tenant's sole expense) that are necessary to return the Property to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited, to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree. This Section 18 shall survive the expiration or the early termination of this Agreement.

19. SURRENDER OF PROPERTY. Upon the expiration of the Agreement or whenever the Landlord is entitled to the possession of the Property, the Tenant shall immediately surrender the Property to the Landlord in essentially the same condition as at the beginning of the Term with the Tenant having removed all cattle and other personal property from the Property. The Tenant's obligation to observe and perform the covenants of this section shall survive the expiration or early termination of this Agreement.

20. HOLDING OVER. If the Tenant holds over after the expiration of the Term, with or without the express written consent of Landlord, the resulting tenancy shall be a month-to-month tenancy. There shall not be an automatic renewal or extension of the month-to-month tenancy and the Tenant shall pay Rent in the same amount payable during the last full month of the then current Term. Any month-to-month tenancy established pursuant to this Section 20 shall be subject to every other term, covenant, condition and agreement contained herein. The Landlord may terminate the month-to-month tenancy without cause upon giving 15 days prior written notice to the Tenant.

21. FORCE MAJEURE. A party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the affected party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the affected party from performing its obligations hereunder. The affected party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the affected party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the affected party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the affected party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

22. BROKERS. Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Property to the Tenant. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions,

and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.

23. NO DISCRIMINATION. Both parties shall comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts.

24. RELATIONSHIP. This Agreement creates a landlord-tenant relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.

25. WAIVER. The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

26. SEVERABILITY. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Landlord and Tenant shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.

27. CONSTRUCTION; CAPTIONS. This Agreement is the product of joint efforts of the parties and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.

28. MODIFICATION. This Agreement may only be modified by a written amendment properly executed by the parties. No oral modifications will be effective or binding.

29. INTEGRATION. Tenant and Landlord agree that this Agreement sets forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the Property, whether written or oral.

30. COUNTERPARTS. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

31. GOVERNING LAW; VENUE. This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Fifth Judicial Circuit, Lake County, Florida.

32. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date that the Leesburg City Commission approves it.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this Agreement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ALAN REISMAN, Mayor

ATTEST: _____
J. Andi Purvis, City Clerk

DATE: _____, 2025

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

Type or print name of witness

DARRELL C. SELLARS

Type or print name of witness

DATE: _____, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 10, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, relating to the SAHFI, Supplemental Funding for Hurricanes Fiona and Ian, Clean Water State Revolving Fund Loan Program; making findings; authorizing a revised Loan Agreement; and providing an effective date.

Staff Recommendation:

Staff recommends entering into a revised loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing forgiveness for \$19M under the SAHFI, Supplemental Funding for Hurricanes Fiona and Ian, State Revolving Fund Loan Program.

Analysis:

The City of Leesburg submitted a Request For Inclusion On The Clean Water Priority List to the Florida Department of Environmental Protection's State Revolving Fund on December 28, 2023. On June 26, 2024, Public Works was notified via e-mail that the City of Leesburg has a project that was listed for the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) funding at the February priority listing meeting in 2024. This planning/design/construction project WW35101 was listed for \$19,823,318.00, where it is expected that 100% will be principal forgiveness depending on SAHFI eligibility.

On August 12, 2024, Commission passed a resolution approving the City to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing forgiveness for \$19M under the SAHFI, Supplemental Funding for Hurricanes Fiona and Ian, State Revolving Fund Loan Program. The City entered into the agreement using the Turnpike Phase II Expansion project as the primary project for the grant. FDEP has concluded that this is not a viable project for the grant due to the fact that the project is over 70% complete, and we cannot meet the requirements of the agreement. FDEP has given us the option to develop a new project and enter into a revised agreement with that project as the primary project for the grant. This will allow the City to meet all the requirements of the grant.

The revised agreement will allow us to develop general improvement of our Wastewater System and will allot:

- \$250K for Planning Activities
- \$2M for Design Activities
- \$15.9 M for Construction and Demolition Activities

-\$1.6M for Contingencies

The City is working with Dewberry Engineers to assist in the Planning of Wastewater System Improvements that will qualify for the grant. Authorizing the resolution to approve the revised agreement will allow the project to proceed.

Procurement Analysis:

N/A

Options:

1. Approve the Resolution to enter into a revised loan agreement with the Department of Environmental Protection as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total amount the City would receive from the State to complete Wastewater System Improvements would be \$19,823,318.00.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RELATING TO THE SAHFI, SUPPLEMENTAL FUNDING FOR
HURRICANES FIONA AND IAN, CLEAN WATER STATE REVOLVING
FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING A REVISED
LOAN 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 a revised agreement with Florida Department of Environmental Protection whose address is 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida 32399, for project financing forgiveness for \$19,823,318.00 under the SAHFI, Supplemental Funding for Hurricanes Fiona and Ian, Clean Water State Revolving Fund Loan Program.

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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF LEESBURG, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
WW351010**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION
LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION
LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT
WW351010**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LEESBURG, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of wastewater pollution control facilities; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.

(2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Fiscal Sustainability Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(9) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design and construction loan financial assistance.

(12) “Local Governmental Entity” means a county, municipality, or special district.

(13) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) “Planning Activities” shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(15) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian Wastewater Project.

(17) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) "Utility System" shall mean all devices and facilities of the Sewer System owned by the Local Government.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, design and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
ST-03D10924-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$19,823,318	140131

(2) Audits.

(a) In the event that the Local Government expends \$1,000,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

(c) If the Local Government expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than \$1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

- (ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

- (iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred planning, design, and construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the planning, design or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if the Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to the Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or

hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement

shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII – RESERVED.

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date

of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. RESERVED

8.12. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan, that includes the following: An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and

performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local

Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products, manufactured products and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide

additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$19,823,318. Of that, the estimated amount of Principal Forgiveness is \$19,823,318.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning Activities	250,000
Design Activities	2,000,000
Construction and Demolition	15,975,744
Contingencies	1,597,574
Technical Services After Bid Opening	0
SUBTOTAL (Disbursable Amount)	19,823,318
Less Principal Forgiveness	(19,823,318)
TOTAL (Loan Principal Amount)	0

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for May 15, 2028.

10.08. SPECIAL CONDITION.

Prior to execution of this agreement, a signed CCNA certification and a signed contract between the engineering consulting firm and the Local Government with specific details of the planning work to be completed.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW351010 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF LEESBURG

Mayor

Attest:

I attest to the opinion expressed in Section
2.02, entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 10, 2025

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Elevated Water Tank Rehabilitation Services Agreement with Five12 Painting & Remodeling, LLC to rehabilitate various elevated water tanks throughout the City; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 250701 to Five12 Painting & Remodeling, LLC and approval of the Resolution authorizing the Services Agreement for an amount of \$192,500.00.00.

Analysis:

The City of Leesburg desires to secure the services of a qualified vendor to pressure wash, remove old/unused coax brackets, and repaint the exterior and City logos of various elevated towers located throughout the City of Leesburg.

Procurement Analysis:

On January 14, 2025, the Purchasing Division opened and publicly read aloud submittals for Invitation for Bid No. 250701, Elevated Water Tank Rehabilitation Project. Purchasing reviewed submittals for responsiveness. Staff reviewed the submittals for conformance to the requirements of this solicitation and determined Five12 Painting & Remodeling, LLC as the lowest, responsible, and qualified bidder. Summary of Bid is provided:

SUMMARY OF BIDS

Vendor	Bid Amount
Five12 Painting & Remodeling, LLC	\$192,500.00
Midwest Maintenance and Coating, LLC	\$210,000.00
TankRehab.com, LLC	\$227,500.00
Razorback, LLC	\$248,560.00
H2O Towers, LLC	\$258,500.00
Ferreira Construction Co., Inc.	\$273,000.00
Utility Service Co., Inc.	\$389,600.00
Quick Painting Group Corp	\$400,000.00
Vulcan Construction and Metal Works, LLC	\$423,826.00
Viking Painting, LLC	\$439,100.00
MW Cole Construction, LLC	\$449,000.00
Seven Brothers Painting, Inc.	\$449,500.00

Options:

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

Fiscal Impact:

Account No. 04330995336310
Project No. IFB 250701 - Elevated Water Tank Rehabilitation Project
WF No. WF1597064
Requisition 56920
Budget TEXT
Available TEXT

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELEVATED WATER TANK REHABILITATION SERVICES AGREEMENT
WITH FIVE12 PAINTING & REMODELING, LLC TO REHABILITATE
VARIOUS ELEVATED WATER TANKS THROUGHOUT THE CITY; 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 Five12 Painting & Remodeling, LLC, whose address is 584 Peg Court, St. Cloud, Florida 34772, for Elevated Water Tank Rehabilitation Services - IFB 250701.

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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR ELEVATED WATER TANK REHABILITATION SERVICES

THIS AGREEMENT is made as of the 10th day of February in the year 2025, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **Five12 Painting & Remodeling, LLC** whose address is 584 Peg Court, St. Cloud, FL 34772 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 250701, Elevated Water Tank Rehabilitation Project; and
- c. CONTRACTOR response to IFB 250701 included as Exhibit ‘A’; and
- d. All addendums

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**Elevated Water Tank Rehabilitation Project**” to the CITY as listed in Invitation for Bid 250701. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$192,500.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement

Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **TWO HUNDRED AND FORTY DAYS (240)** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY

reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

10. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

11. **Insurance Requirements.**

- a. **Scope of Insurance** - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.

- iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
 - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property

damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If, however, this Agreement is a “construction contract” as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney’s fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

15. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

16. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

17. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

18. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

19. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

20. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

21. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

22. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

23. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

24. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

25. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

26. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Five12 Painting & Remodeling, LLC
Luis Villalba, Director
584 Peg Court
St. Cloud, FL 34772
407-881-9899
info@five12painting.com

If to City of Leesburg: Robert W. Hicks
Purchasing Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
Robert.Hicks@leesburgflorida.gov

27. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

28. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

29. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

30. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

31. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

32. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

33. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

34. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

35. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

36. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

FIVE12 PAINTING & REMODELING, LLC

By: _____

Printed: _____

Luis Villalba **Five12**
Painting & Remodeling

Its: _____

Director

(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Exhibit 'A'

CONTRACTOR'S RESPONSE TO BID IFB 250701
(ON FILE IN PURCHASING)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: February 10, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Pulte Home Company, LLC, regarding natural gas service to the development known as Highland Pines - Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Pulte Home Company, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Pulte Home Company, LLC, for the development known as Highland Pines-Phase 1, located east of US Highway 27 at Windmill Road. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 114 units. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$374,859.13.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Gas Service Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Developer will place construction funds totaling \$374,859.13 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1620558- Mains - WF1620559- Services

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND PULTE HOME COMPANY, LLC, REGARDING NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS HIGHLAND PINES - PHASE 1; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Pulte Home Company, LLC, regarding providing natural gas service to the development known as Highland Pines-Phase 1.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 10th day of February 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Pulte Home Company, LLC. 4901 Vineland Rd. Suite 500, Orlando, Florida 32811 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the “Property”):

See Schedule “A” attached hereto

Parcel Identification Number(s): 36-20-24-0001-000-00200, 30-20-25-0003-000-00900, 25-20-24-0004-000-01900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Highland Pines- Phase 1” (the “Development”); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (114) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Three Hundred Seventy Four Thousand Eight Hundred Fifty Nine dollars and Thirteen cents. (\$374,859.13). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: Aaron Struckmeyer

Title: Director - Land Planning and Entitlements

Schedule "A"

LEGAL DESCRIPTION PER GRUSENMEYER-SCOTT & ASSOCIATES

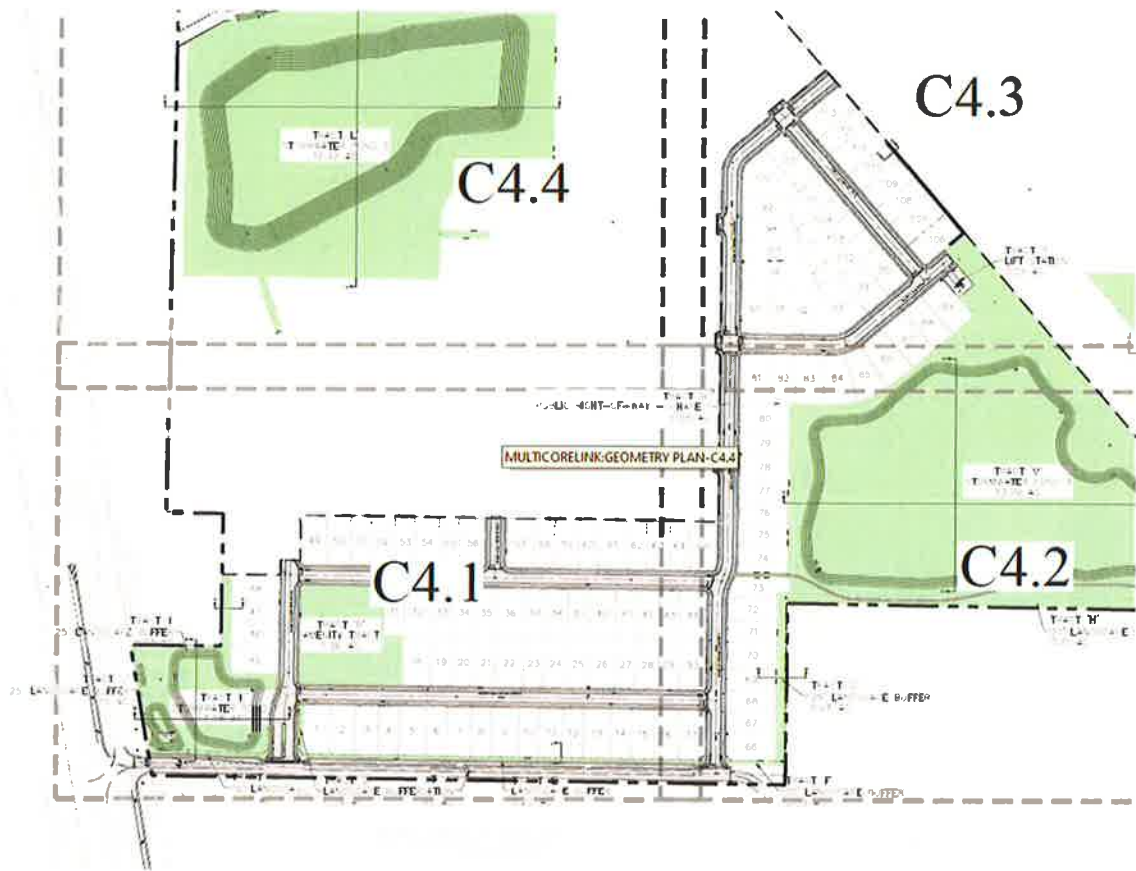
DATED: NOVEMBER 1, 2023

DESCRIPTION AS FOLLOWS:

THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 334.70 FEET TO THE MONUMENTED AND OCCUPIED NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE RUN N.89°20'46"W., ALONG SAID NORTH LINE, A DISTANCE OF 140.44 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN N.00°51'19"E., ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1318.85 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN S.89°08'57"E., ALONG SAID NORTH LINE OF THE SE 1/4 OF THE SE 1/4, A DISTANCE OF 1569.61 FEET TO THE WEST LINE OF SAID WEST 1/2 OF GOVERNMENT LOT 3; THENCE RUN N.00°41'13"E., ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1143.41 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 6,420,610 SQUARE FEET OR 147.3969 ACRES MORE OR LESS

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: February 10, 2025

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 Inter-Local Agreement related to Bus Stop Shelters between the City of Leesburg, a municipal corporation and Lake County, a political subdivision of the State of Florida; and providing an effective date.

Staff Recommendation:

Approve resolution adopting City/County Agreement to relocate Lake County Express transfer station.

Analysis:

As a result of selling a portion of AP property to BluRock Development, the City stipulated it would work in good faith to relocate the Lake Express bus stop away from Lake/Sumter State College location. City Staff coordinated a potential relocation sites to the Mall or near the AP Fire Station. However, those locations, for various reasons, never came to fruition. Lake County, however, has identified that the transfer station can be relocated to downtown Tavares. While this location is not in Leesburg, it is merely a transfer station and Leesburg's action caused the need for its relocation; therefore, Leesburg is still financially responsible for the bus stop's relocation.

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 INTER-LOCAL AGREEMENT RELATED TO BUS STOP SHELTERS
BETWEEN THE CITY OF LEESBURG, A MUNICIPAL CORPORATION AND
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an Inter-local Agreement with Lake County, whose address is Post Office Box 7800, Tavares, Florida 32778, for Bus Stop Shelters.

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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
RELATED TO
BUS STOP SHELTERS**

This Interlocal Agreement (Agreement) is entered into between Lake County, Florida, a political subdivision of the State of Florida, hereafter referred to as the “COUNTY”, and the City of Leesburg, a municipal corporation established under the laws of the State of Florida, hereafter referred to as “LEESBURG,” and collectively the “Parties,” regarding a bus stop shelter and amenities engineering, fabrication, construction, and installation in Leesburg.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY operates LakeXpress, a public transit bus service, in parts of Lake County, including Leesburg; and

WHEREAS, the COUNTY has existing contracts in place for the engineering, fabrication, construction, and installation of Americans with Disabilities Act (ADA) and Florida Department of Transportation (FDOT) compliant bus stop shelters and amenities; and

WHEREAS, LEESBURG desires to remove an existing bus stop shelter at the Lake-Sumter State College and construct a new bus stop shelter with amenities at another location; and

WHEREAS, LEESBURG has obligated up to \$50,000 towards the expenses of the removal and installation of the bus stop shelters defined herein.

NOW THEREFORE, IN CONSIDERATION, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Payment.** Upon the effective date of this Agreement, LEESBURG agrees to provide COUNTY with up to \$50,000 in funding towards:

A. The removal of the bus stop shelter (includes removal of the concrete pads, railings and other required items, and adding sod and curb repair) at the Lake-Sumter Community College; and

B. The engineering, fabrication, construction, and installation of an ADA bus stop shelter with amenities at another location chosen by the COUNTY; and

C. LEESBURG will reimburse the COUNTY within thirty (30) days of receipt of the invoices for services related to the work herein.

Section 3. Terms and Termination. This Agreement shall become effective upon the date signed by both Parties.

Section 4. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

Section 5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms of this Agreement shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

Section 6. Notices. All notices, demands, or other writings required by this Agreement will be deemed to have been fully given or made or sent and addressed as follows:

COUNTY

Lake County
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

LEESBURG

City of Leesburg
Attn: City Manager
1041 CR 468
Leesburg, Florida 32748

With a copy to:
County Attorney
P.O. Box 7800
Tavares, Florida 32778

IN WITNESS THEREOF, the Parties have signed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Leesburg, through its City Commission, signing by its duly authorized representatives.

CITY OF LEESBURG

By: _____

This ____ day of _____, 2025.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This ____ day of _____, 2025.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh
County Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: February 10, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a Downtown Building Redevelopment Grant to Dance Dynamix, LLC, for renovation at 606 West Main Street; and providing an effective date.

Staff Recommendation:

Approve grant in the amount of \$250,000.

Analysis:

Terri Hicks, owner and operator of Dance Dynamix, is currently in the process of purchasing 606 West Main Street. She has placed a contract on the property and, as a condition of the sale, she seeks a renovation grant. The purpose of the grant and land purchase is to relocate Dance Dynamix into the building, as well as build an apartment on the upstairs level. Based on her grant proposal, she meets the standards and intent of the Downtown Historic Grant program and is eligible for funding.

The City funded this program a few years ago with allocations from different operating budgets. In total, \$1,000,000 was reserved for the program. To date, 3 grants have been allocated and 2 have been paid; leaving a \$250,000 allocation and \$250,000 remaining available for other grant requests. Should this grant be awarded, there will be no remaining funds available for the program this fiscal year.

Of the grants that were awarded, all received a \$250,000 grant for private investments of (1) \$1.09 Million at 400 West Main; (2) \$1.053 Million at 215 West Main; and, \$624,644 at 410 West Main. Ms. Hicks' grant proposal estimates a renovation budget of \$667,376, plus the purchase price.

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, APPROVING A DOWNTOWN BUILDING REDEVELOPMENT
GRANT TO DANCE DYNAMIX, LLC, FOR RENOVATION AT 606 WEST
MAIN STREET; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Downtown Leesburg Building Redevelopment Grant with Dance Dyamix, LLC, whose address is 1034 Shote Acres Drive, Leesburg, Florida 34748, for the amount of \$250,000.

THAT the grant is payable upon proper execution of the Grant Agreement and review from the City Manager.

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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

REDEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is made between the City of Leesburg, Florida (hereinafter referred to as the "City"), and **DANCEDYNAMIX, LLC** (hereinafter referred to as "Owner").

WITNESSETH:

THAT the City has made available grants to owners of real property within a specifically designated portion of its downtown area, for certain renovations to qualifying structures. Owner has been found to qualify for such a grant and has been awarded funding. The parties have entered into this Agreement to state the terms under which the funding will be disbursed, the purposes for which it may be used, and the conditions Owner must meet in order to receive the funding.

NOW THEREFORE, for and in consideration of the funding to be granted to Owner by the City, and the public benefits the appropriate use of that funding will generate, as well as other good and valuable considerations, the parties hereby agree as set forth below:

1. Owner has been awarded the sum of \$250,000.00 out of the City's Downtown Redevelopment Grant funding pool. Owner accepts the grant subject to the terms of this Agreement, and agrees to observe and abide by all requirements of this Agreement and to fulfill all obligations imposed on Owner by this Agreement.

2. Owner will utilize the grant funding received from the City for the purposes outlined and detailed in Exhibit "A", attached hereto and shall not spend the money for any other purpose without prior, written approval from the City Manager.

3. Owner acknowledges that public funds may only be expended for public purposes, and that as a result Owner's use of the grant must necessarily be limited to the purposes listed above, which will generate public benefits by retrofitting buildings within the downtown area to enhance life safety, preserve and improve historic structures, and promote code compliance, usability, and general appearance, thereby improving the ability of Owner and any tenants renting from Owner to draw shoppers and other foot traffic to downtown, which will assist in improving the overall condition and viability of downtown Leesburg. Owner agrees that if it is found to have expended any grant funds on purposes not listed above (without prior written approval as aforesaid) or for any impermissible purposes, Owner will reimburse the City for all improper expenditures, with interest at the statutory rate beginning on the date of each improper expenditure. Owner will also be disqualified from receiving any funding assistance from the City for a period of five (5) years after the improper expenditures were made, whether from the downtown grant funding pool or any other source whatsoever.

4. Owner certifies that it is vested with fee simple title to the real property described below, and that there are no outstanding code enforcement citations against the property other than any which Owner will rectify utilizing the grant funds:

LEGAL DESCRIPTION

606 West Main Street
Leesburg, Florida 34748

LEESBURG, NORTH OF MAIN ST SUB W 25 FT OF LOT 12, E 20 FT OF LOT 13 PB 2 PG 19 ORB
4531 PG 821

Owner also certifies that all real property taxes and special assessments against this property, which became payable prior to the date of this Agreement, have been paid in full. All funding received by Owner under this Agreement will be used to improve the real property herein described, and must not be spent on any other real property, wherever situated.

5. In order to receive disbursement of funds under this Agreement, Owner must complete all work detailed in Paragraph 2 above, or as otherwise approved in writing by the City Manager prior to commencement of any other work, and must submit paid invoices to the City for all work done, together with a final inspection of all work done, and proof satisfactory to the City that Owner has expended at least as much in Owner's own money as the amount of the grant awarded to Owner under this Agreement. Once this documentation has been submitted and deemed acceptable by the City, the City will issue payment to Owner in the amount specified above.

6. Owner will utilize only licensed architects, engineers, and contractors in making the improvements to be paid for with this grant, and will obtain all required permits and approvals prior to commencement of work. Owner will not suffer the imposition of any construction liens against the property as a result of work being done pursuant to this Agreement.

7. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

8. Nothing expressed or referred to in this Agreement is intended or will be construed to give any person or entity other than the actual, named parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement, or any provision hereof, it being the intention of the parties hereto that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this

Agreement and their respective successors and assigns, and that no third party beneficiaries are to be created either expressly or by implication. Without limiting the generality of the foregoing, the City shall have no obligation whatsoever to any contractor, subcontractor, laborer, materialman or others who may provide labor, services or materials to Owner pertaining to work to be done under this Agreement, and Owner may not assign any funding to be received by Owner under this Agreement. Owner is the sole person or entity entitled to receive disbursement of funds under this Agreement.

9. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained.

10. Owner understands and acknowledges that the City is the governmental body with land use and permitting authority over the work to be done under this Agreement, and that despite any provision of this Agreement to the contrary, Florida law does not permit the City to contract away its police powers. Thus, all aspects of the work to be done under this Agreement will need to meet all applicable codes and regulations, and are subject to all required public hearing processes which may lead to rejection of one or more parts of the work as envisioned in this Agreement. All elected and appointed boards of the City shall retain the right, after public hearing and input, to approve or reject any application for a permit or authorization for the work, even after approval and execution of this Agreement, and no such rejection shall be considered a breach of this Agreement, nor shall it afford Owner any legal rights or remedies.

11. This Agreement shall not be effective until it has been approved by the City Commission, at a public meeting at which a quorum is present, and this Agreement has been placed on the agenda for consideration and action.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

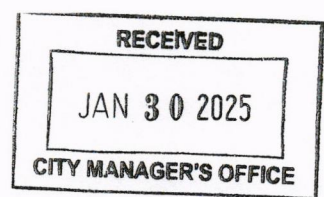
ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

OWNER:

Terri Hicks
Owner



City of Leesburg, Florida



Downtown Leesburg Building Redevelopment Grant

Information & Application

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

PURPOSE

The City of Leesburg's Downtown Building Redevelopment Grant is designed to encourage private investment which renovates selected multi-story and multi-use historic buildings located in Leesburg's historic downtown. The program may provide as much as \$250,000 per renovation project. Funds may be appropriated annually by the City Commission (and respective CRA Board) and funding shall be available on a first come first serve basis. However, the program is subject to the availability of funds, as determined by the City Commission (or CRA Board).

Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards, the Downtown Master Plan (Adopted March 2020) and other City regulations.

Applicants are reminded that grant awards are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

SECTION 1: ELIGIBILITY REQUIREMENTS

Downtown Redevelopment Grants are available to businesses and/or building owners that are located within the target district, as specified in Exhibit "A".

Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with grant this assistance.

Priority will be made to private investors and multi-use concepts which are hindered because of building regulations imposed by the City or public infrastructure service irregularities. Multi-Use concepts must include any permitted commercial or professional use with a residential component. For example, the redevelopment project will have a commercial component on the ground floor with residential uses on upper floors. Or a professional use on the ground floor with residential use on the upper floors. Or any combination thereof that has a residential component.

SECTION 2: ELIGIBLE IMPROVEMENTS

Downtown Redevelopment grants shall provide matching funds for fire suppression systems (including sprinklering, walls, windows, doors and fire escapes), upgrading electrical service (both customer and service provider sides of the meter) and water/waste water improvements on the customer's side of the meter. Illustrative improvements include but are not limited to:

- Upgrading the electric service panel
- Upgrading the provider's or customers electric service
- Interior electric modifications
- Installation of fire suppression systems

- Sprinkler Systems
- Fire Walls
- Windows/Doors
- Panic Hardware
- Fire Escapes
- Sewer service line relocation or modification
- Sewer main lining
- Service relocations

SECTION 3: AVAILABLE FUNDING AND REIMBURSEMENT REQUIREMENT

The City shall fund this program from various sources to include, the Downtown Leesburg CRA; Water Fund; Wastewater Fund; and, the Electric Fund. Any grant amounts awarded will be paid on a reimbursement basis after a Certificate of Occupancy has been issued by the Leesburg Building Department or after improvements have passed inspection by the Building Department.

SECTION 4: GRANT APPLICATION PROCESS, DEADLINE AND APPROVAL

Applications will be accepted on a first come, first served basis.

As long as the funding is available, grant applications shall be accepted by the Office of the City Manager. No specific deadline will be imposed and the grant program will be administered on a rolling basis.

All applications and funding awards must be reviewed and approved by the City Commission.

SECTION 5: FSL GRANT ELIGIBILITY

Application to the Leesburg Sign, Façade and Landscape Grant Program is still available to those applicants who seek, receive or who may have been denied funding to the Downtown Redevelopment Grant. All rules and regulations still apply to both grants.

SECTION 6: RANKING CRITERIA

The following selection criteria may be used to review and rate applications for the Downtown Building Redevelopment Grant Program. Criteria are derived from the goals and objectives of the City's adopted Downtown Master Plan Redevelopment Plan and current Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

- A. **Private Investment** (Up to 40 Points) – While this grant program is not a matching grant, the City will award grant applications where private funds are the primary source of the renovation project. To receive maximum points in this category, private investment must significantly exceed the awarded grant amount. For example, if the private investor spends \$1,000,000 and requests \$250,000 in grant funding, this project would receive maximum ranking points. Inversely, if the private investment is below the grant request, the project will be ranked very low.
- B. **Removal of Slum and Blight and Positive Impact to Neighborhood** (Up to 20 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.

- C. **Multi-Use Concepts** (Up to 15 Points) – Degree to which the proposed project enhances the multiple uses in historic buildings such as commercial, professional and residential uses.
- D. **Historic Preservation and Materials** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.

SECTION 7: GRANT PROCESS

- A. Applicant submits application form to the Office of the City Manager
- B. City Manager and applicant consultation of project concepts
- C. City Manager recommendation to the city Commission
- D. City Commission review, comment and grant award
- E. Formal grant agreement approved by Applicant and City Commission
- F. Applicant makes improvements
- G. Improvements are inspected and approved by City
- H. Awarded grant amount is issued to applicant

DISCLAIMER:

No warranties or guarantees are expressed or implied by the description of, application for, or participation in the Downtown Building Redevelopment Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction. Once a building received the maximum funding amount, it shall no longer be eligible for further grant funding.

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

Exhibit "A"



Any Multi-Story Building
with the Red Highlighted
Box is Eligible to Apply for
Downtown Redevelopment
Grant

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

Exhibit "B" Application

1. Project Location

Address of Property to be Improved:

606 W Main St

Assessor Parcel Number(s):

26-19-24-2600-000-01200

Name of Business(es) in Project:

Dance Dynamix

2. Applicant Information

Name:

Terri Hicks

Mailing Address:

1034 Shore Acres DR.

City:

Leesburg

State:

FL

Zip:

34748

Phone:

352-516-3032

Email:

dancedynamix@embarqmail.com

Do you own, rent or lease the subject property?

Own

*If you are not the owner, the owner will need to co-sign the application.

3. Description of Proposed Improvements

Doing a full remodel. This will include an upstairs apartment, dance studio, performing arts for youth and a event rental hall for receptions, parties etc. This will be a multi use building. We will add a fire sprinkler system, new electrical, plumbing, drywall, flooring, cabinets, counter tops, bathrooms etc.

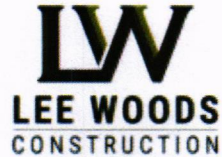
4. Estimated Costs of Project

\$667,376.60



Please acknowledge that a detailed cost estimated for the total project and estimates of improvement which are eligible to be funded with this grant has been attached with this submission.

Form Name: Downtown Leesburg Building Grant
Date Created: Wednesday, January 29, 2025
File: LWC-DANCE DYNAMIX PROPOSAL.pdf



Dance Dynamix Proposal
January 29, 2025

PREPARED FOR:

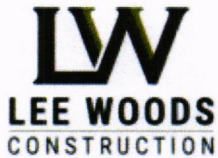
Terri Hicks

DANCE DYNAMIX
606 West Main Street
Leesburg, 34748

PREPARED BY:

Greg McLean

LEE WOODS CONSTRUCTION OF FLORIDA, INC.
2468 HWY 27/441 STE 505
Fruitland Park, FL 34731



**Lee Woods Construction of
Florida, Inc.**
2468 HWY 27/441 STE 505
Fruitland Park, FL 34731

Dance Dynamix
606 West Main Street
Leesburg, 34748

Dear Terri Hicks,

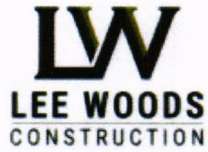
We appreciate the opportunity to provide a bid for the Dance Dynamix project, located at 606 West Main Street Leesburg, FL 34748.

Please note that this price is based on field observations of the space and the attached scope of work.

Please do not hesitate to call if you have questions while reviewing this Bid Proposal.

Sincerely,

Greg McLean
Lee Woods Construction of Florida, Inc.
Estimator



Lee Woods Construction of Florida, Inc.

2468 HWY 27/441 STE 505 Fruitland Park, FL 34731

Phone #: (352) 314-9767

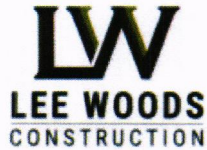
Fax #: (352) 315-0767

Expanded Division Report

Dance Dynamix
606 West Main Street
Leesburg, FL 34748

Printed: 01/29/2025

Description	Total
01 General Conditions	\$41,437.22
02 Site Work	\$112,975.50
03 Concrete	\$5,511.00
06 Carpentry	\$93,687.00
07 Moisture & Thermal Protection	\$11,022.00
08 Doors, Windows & Glass	\$45,741.30
09 Finishes	\$82,995.66
10 Specialties	\$14,273.49
15 Mechanical	\$177,068.43
16 Electrical	\$82,665.00
Total	\$667,376.60
Cost/Sq. Foot	\$0.00



Lee Woods Construction of Florida, Inc.

2468 HWY 27/441 STE 505 Fruitland Park, FL 34731

Phone #: (352) 314-9767

Fax #: (352) 315-0767

SCOPE OF WORK

Dance Dynamix
606 West Main Street
Leesburg, FL 34748

Printed: 01/29/2025

Detailed notes explaining our attached Bid Proposal dated on 01/29/2025.

02 Site Work

02-221.S Building Demolition

1. 1. Removal of Extg. Doors, Door Framing, Door Casing, and Door Hardware. (Salvage Specified for reuse per plans and specs)
2. Demo Extg. Non-Load Bearing Wall Assembly. (Patch Extg. Adj. walls as needed, including baseboards)
3. Demo Extg. Cabinets & Millwork
4. Remove Extg. Countertops & Backsplash
5. Demo Extg. Accoustical Tile Ceiling
6. Demo Extg. Wall/ GYP. Drywall as specified per plans and specs.
7. Remove Extg. Plumbing as needed per plans and specs. (If applicable- field verify)
8. Rework Watter supply, & Plubbing Sanitary as needed per plans and specs

02-226.S Concrete Sawing Demolition

1. 1. Demo/ Remove Extg. Concrete (Saw Cut)- trench for new utilities (Vac Lines, Plumbing, Med-gas)

02-513.S Fire Suppression Water Distribution

1. 1. Tie in to city water supply
2. FDC and backflow valves as required
3. Fire Suppression supply piping
4. All work to riser room

03 Concrete

03-001.S Concrete

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Concrete Footings
 2. Concrete Footing Reinforcement
 3. Concrete Slab Reinforcement
 4. Concrete Slab Pour
 5. Cut Control Joints

06 Carpentry

06-100.S Rough Carpentry

1. 1. Interior partition framing
2. Cabinet and accessory blocking

06-200.S Finish Carpentry

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and install interior casing
 2. Provide and install chair rail

06-410.S Custom Cabinet

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide cabinet shop drawings
 2. Provide and install cabinets
 3. Provide and install countertops
 4. Provide coordination with other subcontractors to provide fully functioning systems
2. The following is NOT INCLUDED in scope;
 1. Blocking
 2. Any plumbing or electrical that are run in cabinetry

07 Moisture & Thermal Protection

07-210.S Building Insulation

1. 1. Subcontractors to furnish water and power, not furnished by GC
2. Subcontractors to clean daily and dispose waste at dumpster if furnished by GC
3. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and install insulation baffles
 2. Provide and install Fiberglass batt insulation
 3. Foam Penetrations, Windows, & Doors

07-248.S Stucco Exterior

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Patch stucco where required.

08 Doors, Windows & Glass

08-001.S Doors/Frames & Hardware

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and install hollow metal door frames
 2. Provide and install hollow metal door (if applicable per plan and specifications)
 3. Provide and install wood doors
 4. Provide and install door hardware

08-400.S Storefronts Glass & Glazing

1. Scope shall be according to plans and specifications, including but not limited to;

1. Provide and install store front door
2. Provide and install storefront glass system
3. Provide and install transom glazing

09 Finishes

09-100.S Drywall

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and install drywall
 2. Provide and install drywall taping
 3. Provide and install drywall finish

09-510.S Acoustical Ceiling

1. 1. Scope shall be according to plans and specifications, including but not limited to.
 - ° Provide and install Acoustical Ceiling Grid
 - ° Provide and install Acoustical Ceiling Tile
 - ° Area assumed to be at entry area only

09-600.S Flooring

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and install LVT flooring
 2. Provide and install Porcelain Tile
 3. Provide and install Vinyl Base
2. Allowance at \$7.50 per SF

09-910.S Painting

1. 1. Provide and install paint and coatings per plans, specifications, building code, and industry standard
 1. Color selections per attached signed work order sheet.

10 Specialities

10-290.S Pest Control

1. 1. Apply termite treatment as necessary.

10-521.S Fire Extinguishers

1. 1. Provide and hang fire extinguishers

10-810.S Toilet Accessories

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and Install bathroom Accessories
 2. Provide location of required blocking (Blocking installation by others)

15 Mechanical

15-300.S Fire Protection

1. 1. Provide and install fire sprinkler system to code as required.

15-400.S Plumbing

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and install plumbing & plumbing fixtures (If applicable)

15-700.S HVAC

1. 1. Provide and install split system HVAC units
2. Provide and install HVAC ducting system
 1. To be exposed spiral duct system
 2. Duct to be insulated.

16 Electrical

16-200.S Electrical

1. 1. Scope shall be according to plans and specifications, including but not limited to;
 1. Provide and install all power and lighting circuitry
 2. Provide and install all switchgear
 3. Provide and install lighting fixtures
 4. Provide and install lighting controls
 5. Provide and install fire caulking where required
 6. Provide and install boxes and stubs to above ceiling for low voltage (if applicable)

Attachments that couldn't be imported into the PDF

LWC-DANCE DYNAMIX PROPOSAL.pdf

Pam Hester

From: noreply@victoriaforms.com
Sent: Wednesday, January 29, 2025 7:48 PM
To: City Manager
Subject: Redevelopment Grant Application: Dance Dynamix
Attachments: City of Leesburg - Downtown Leesburg Building Grant 290125, 1947 GMT-5.pdf

EXTERNAL EMAIL - USE CAUTION

The attached Redevelopment Grant Application has been received from Terri Hicks for business Dance Dynamix located at 606 W Main St.

Applicant proposes the following improvements:

Doing a full remodel. This will include an upstairs apartment, dance studio, performing arts for youth and a event rental hall for receptions, parties etc. This will be a multi use building.

We will add a fire sprinkler system, new electrical, plumbing, drywall, flooring, cabinets, counter tops, bathrooms etc.

At an estimated cost of \$667,376.60

Please click here for estimated cost page.

<https://leesburg.victoriaforms.com/library/filled/attachmentzip/161804/True>

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: February 10, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Pulte Home Company, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Windmill Road Subdivision)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the attached Proportionate Share Mitigation Agreement.

Analysis:

A proportionate share agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This Proportionate Share Mitigation agreement requires a payment of \$858,340.00, payable to the Lake County School board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

No fiscal impact on the City of Leesburg is anticipated as a result of this agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A PROPORTIONATE SHARE MITIGATION AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, PULTE HOME COMPANY, AND THE CITY OF LEESBURG, FLORIDA, TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE. (WINDMILL ROAD SUBDIVISION)

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

THAT the Mayor and City Clerk are hereby authorized to execute a Proportionate Share Mitigation Agreement, under Lake County School Concurrence Case Number 2024-15, for the Project known as Windmill Road Subdivision, as attached hereto, between the Lake County School Board, whose address is 201 West Burleigh Avenue, Tavares, Florida, 32778, and Pulte Home Company, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida, 32811, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida, 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of February 2025.

Mayor

ATTEST:

City Clerk

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Windmill Road Subdivision School Concurrency Case# 2024-15

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), Pulte Home Company, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Applicant/Contract Purchaser**”), and City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (“**Local Government**”). School Board, Applicant, and Local Government may also be referred to herein each as a “**Party**”.

WHEREAS, School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida (“**County**”) entered into that certain First Amended Interlocal Agreement For School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Applicant are the owners of those certain tract(s) of land located in Leesburg, Florida, commonly identified by Alternate Key(s) 1030153, 1035503, 1775124 and more particularly described on **Exhibit “A”** attached hereto, and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant have requested Local Government approval to allow development of four hundred and two (402) total dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board’s capacity review is twenty (20) high school students (the “**Capacity Deficit**”).

WHEREAS, Local Government’s approval of the final site plan or final plat without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Applicant have agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the actual development of the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board, Applicant and Local Government hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the “**Effective Date**”) and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the “**Expiration Date**”). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Applicant good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and Local Government and recorded, at Applicant’s sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:

- a. **Amount.** Applicant’s proportionate share mitigation payment is Eight Hundred Fifty-Eight Thousand Three Hundred Forty and 00/100 Dollars (\$858,340 USD) (the “**Mitigation Payment**”). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $20 \times \$42,917.00 = \$858,340.00$).
- b. **Due Date.** The Mitigation Payment shall be made prior to recording of a plat for each phase approved by Local Government for the Project (the “**Due Date**”). This provision shall survive the expiration of this Agreement. If a phased project, the payments will be due prior to recording a final plat for each phase. Pursuant to the plan submitted, the payments by phase would be due as listed below.

Phase 1 114 lots = \$240,335
Phase 2 124 lots = \$266,085
Phase 3 164 lots = \$351,920
\$858,340

In the event that the final plat approved by LOCAL GOVERNMENT results in less than the proposed 402 residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by LOCAL GOVERNMENT.

- c. **Delivery Instructions.** Applicant shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit “D”**, to the School Board’s Growth Planning Department at 201 West Burleigh Boulevard, Tavares, FL 32778.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Applicant shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Applicant shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to School Board. The School Board will notify all applicable local governments once the Mitigation Payment is received by the School Board.

6. **Termination.** This Agreement shall be terminated at the School Board's option if (a) Local Government does not issue final development approval for the Project, or (b) Applicant fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. Provided, however, with respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Applicant with the reasonable opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Applicant.

7. **Effect of Termination.** Except as otherwise provided for herein, if this Agreement is terminated, then Applicant and School Board shall have no further duties or obligations hereunder and Applicant shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Applicant, School Board, and Local Government each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and approvals of Local Government and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, and thereafter recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board:

School Board of Lake County
Attn: Superintendent of Schools
201 West Burleigh Blvd.
Tavares, FL 32778

If to Local Government: City of Leesburg
Attn: City Manager
501 W. Meadow Street
Leesburg, FL 34748

If to Applicant/
Contract Purchaser: Pulte Homes
Attn: Aaron Struckmeyer
4901 Vineland Road
Orlando, Florida 32811

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

12. **Recording of this Agreement.** Applicant shall submit this Agreement to the Lake County Clerk of Court for recording, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Applicant, School Board, and Local Government. Failure to timely submit this Agreement for recording shall render it null and void.

13. **Recording Notice of Satisfaction.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

14. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Applicant, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

15. **Construction.** This Agreement shall be construed as if Applicant, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

16. **Modification; Waiver.** This Agreement may not be modified or amended, nor shall any provision of this Agreement be waived except in writing signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so.

17. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

18. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

19. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Applicant, School Board, and Local Government each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Applicant, School Board, and Local Government hereby waive any challenge to personal jurisdiction or venue in such courts.

20. **Prevailing Party Attorney's Fees.** If Applicant, School Board, or Local Government brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

21. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Applicant shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

22. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

23. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, Applicant/Contract Purchaser, School Board, and Local Government have executed this Agreement as of the dates set forth below.

Signed, sealed, and delivered
in the presence of:



Signature of Witness #1

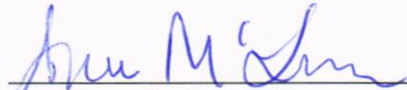
BERNARD SULLIVAN

Printed Name of Witness #1

4901 VINELAND RD STE 500

ORLANDO, FL 32811

Printed Address of Witness #1



Signature of Witness #2

Andrea McGarry

Printed Name of Witness #2

4901 VINELAND RD STE 500

ORLANDO, FL 32811

Printed Address of Witness #2

STATE OF FLORIDA

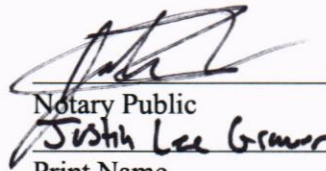
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of January, 2025 by Aaron Struckmeyer, as Director of Land Development of PULTE HOME COMPANY, LLC, a Michigan limited liability company, on behalf of the company. He ☒ is personally known to me OR ☐ has produced as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]



JUSTIN LEE GRAUER
Notary Public
State of Florida
Comm# HH412522
Expires 6/19/2027



Notary Public

Justin Lee Grauer

Print Name

My Commission Expires: 06/19/2027

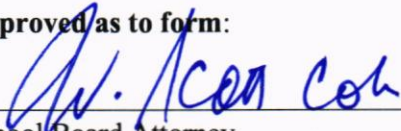
IN WITNESS WHEREOF, Applicant/Contract Purchaser, School Board, and Local Government have executed this Agreement as of the dates set forth below.

The School Board of Lake County, Florida

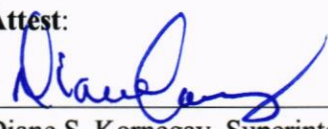
By: 
Tyler Brandeburg, Board Chair

Date: 1-27-2025

Approved as to form:


School Board Attorney

Attest:


Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____
Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

Exhibit A – Legal Description

DESCRIPTION AS FOLLOWS:

THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, A PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 334.70 FEET TO THE MONUMENTED AND OCCUPIED NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE RUN N.89°20'46"W., ALONG SAID NORTH LINE, A DISTANCE OF 140.44 FEET TO THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN N.00°51'19"E., ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1318.85 FEET TO THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4; THENCE RUN S.89°08'57"E., ALONG SAID NORTH LINE OF THE SE 1/4 OF THE SE 1/4, A DISTANCE OF 1569.61 FEET TO THE WEST LINE OF SAID WEST 1/2 OF GOVERNMENT LOT 3; THENCE RUN N.00°41'13"E., ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1143.41 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,420,610 SQUARE FEET OR 147.3969 ACRES MORE OR LESS

Exhibit B – Location Map



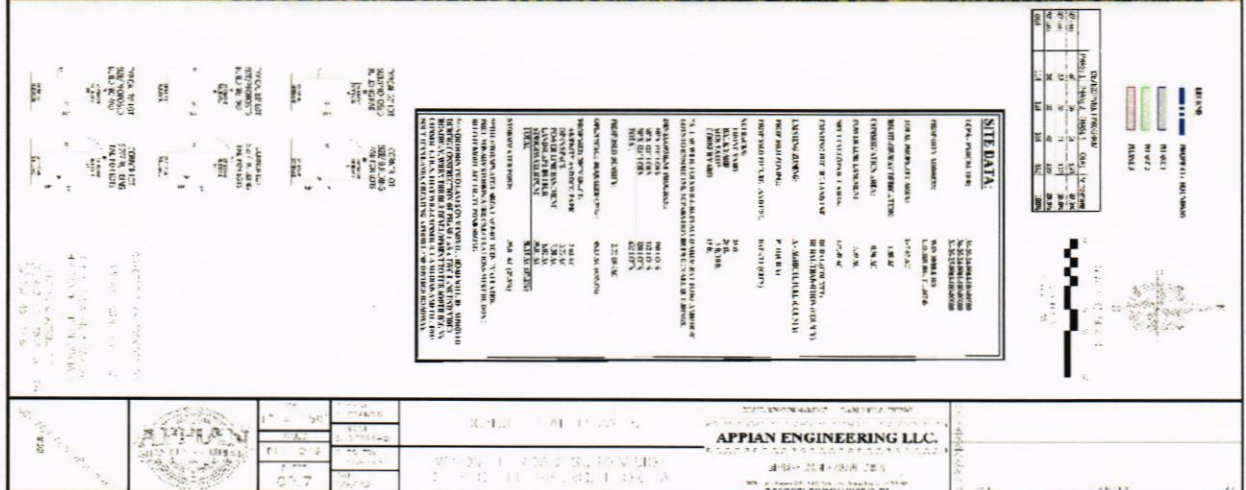


Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2024-15
Project Title:	Windmill Road Subdivision
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1030153, 1035503, 1775124
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Final Plat(s) or Final Site Plan(s)
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Windmill Road Subdivision
Total Units:	SF
Unit Type: SF, MF, MH	Single-Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department – 201 West Burleigh Boulevard Tavares, FL 32778 For more information contact Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: February 10, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Post-Closing Occupancy Agreement between the City of Leesburg and Frostinburg, LLC; and providing an effective date.

Staff Recommendation:

Approve resolution, authorizing the execution of the post closing lease agreement.

Analysis:

In December 2024, the City of Leesburg sold the parcel located at 305 6th Street to Frostinburg, LLC. This location is on the west side of 6th Street and is currently a storage area for the Gas Department. At the closing of the land transaction, the City/Frostinburg agreed to a no-cost lease back provision for the City, while we are in the process of transferring the Gas Department to a facility which needs to be designed and constructed on Griffin Road. At this time, however, Frostinburg is asking to revise this lease provision so that the rent can be used to pay private insurance and taxes on the lot. The request is for a rent payment of \$400/month. It is anticipated that the Gas Department will need to rent the facility for approximately twelve months, unless storage is found at another location.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The fiscal impact is approximately \$4,800 annually and can be absorbed in the Gas Fund.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
POST-CLOSING OCCUPANCY AGREEMENT BETWEEN THE CITY OF
LEESBURG AND FROSTINBURG, LLC; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Post-Closing Occupancy Agreement with Frostinburg, LLC, whose address is 5650 Marion County Road, Lady Lake, Florida 32159.

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 10th day of February 2025.

Mayor

ATTEST:

City Clerk

POST-CLOSING OCCUPANCY AGREEMENT

THIS POST-CLOSING OCCUPANCY AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2025, by and between FROSTINBURG, LLC, whose mailing address is 5650 Marion County Road, Lady Lake, FL 32159 (“Frostinburg”) and THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the “City”).

WHEREAS, Frostinburg recently purchased certain improved non-residential real property from the City located at 305 6th Street, Leesburg, Lake County, Florida 34749 (the “Property”); and

WHEREAS, Frostinburg does not have an immediate need to occupy possession of the Property and therefore has agreed to allow the City to remain in possession of the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are incorporated herein.
2. **Use.** The City may continue to occupy and use the property for municipal purposes. The City shall comply with all applicable codes, ordinances, statutes, laws, rules, and/or regulations of any governmental body with jurisdiction over the Property while in possession of the Property. Frostinburg makes no representation or warranty regarding the City’s ability to use the Property for the City’s intended purposes.
3. **Term.** The term of this Agreement shall be month-to-month and shall commence on December 13, 2024. After December 31, 2024, each monthly term shall run from the first day of each month through the last day of each month. Either party may terminate this Agreement by providing written notice to the other party not less than fifteen (15) days prior to the end of any monthly term. The City will vacate possession on the termination date and will deliver the Property to Frostinburg in a condition equivalent to or better than that which exists on December 13, 2024.
4. **Rent.** The City shall pay rent to Frostinburg in the amount of \$400.00 per month, plus any applicable sales tax. All monthly rent payments are due in advance, on or before the first day of each month, and shall be considered late if not delivered to Frostinburg on or before the first day of each month. The City is responsible for any sales or use taxes due or otherwise payable in connection with this Agreement and/or the City’s use or occupancy of the Property during the term of this Agreement. All rent is payable to Frostinburg when due without demand, setoff, or abatement.
5. **Utilities.** Frostinburg shall have no obligation to provide any utilities or services to the Property. The City shall be solely responsible for and shall promptly pay all charges for water, electricity, waste collection, and/or any other utility used or consumed at the Property. In no event will Frostinburg be liable for damages resulting from the failure to furnish HVAC, water, electric, or other utilities or services, unless caused by the gross negligence or intentional misconduct of Frostinburg.
6. **Condition and Maintenance.** The City accepts the Property and all improvements “as-is”. Frostinburg makes no warranties or representations whatsoever regarding the condition of the Property,

improvements on the Property, or the suitability of the Property for the City's purposes. Frostinburg shall have no obligations whatsoever to pay for or perform any maintenance, repairs, or replacements to any portion of the Property during the term of this Agreement. The City shall be responsible for performing all maintenance, repairs, and replacements to all portions of the Property and improvements during the Term of this Agreement. Without limiting the generality of the foregoing, the City shall repair, replace, and maintain in good order and condition, ordinary wear and tear excepted, the roof, windows, walls and the structural portions of all buildings on the Property, and electrical, plumbing (including grease traps), mechanical, fire protection, life safety, sprinklers, plumbing and appliances, HVAC systems, landscaping, and paved areas. To be clear, the intent of this Agreement is that Frostinburg shall have no obligations associated with maintenance, repairs or replacements relating to the Property during the Term of this Agreement. All replacements shall be of equal quality and class to the original items replaced. The City shall not commit or allow to be committed any waste on any portion of the Property.

7. Alterations. Except for removal of the City's materials, equipment, and other items of personal property in the course of vacating the Property, the City shall make no alterations, additions, or improvements to the Property without the prior written consent of Frostinburg, which consent may be withheld or conditioned in Frostinburg's reasonable discretion. Except as expressly set forth in this Agreement, Frostinburg has made no representation or promise as to the condition of the Property, and Frostinburg will not perform any alterations, additions, or improvements to the Property for the City's benefit. All approved alterations made by the City shall be made or performed at the City's sole cost and expense and shall become part of the Property and shall remain Frostinburg's property upon termination or expiration of this Agreement. The interest of Frostinburg 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 the City. The City shall keep the Property free and clear from all liens and encumbrances related to any work performed by the City, and shall indemnify, save, and hold Frostinburg 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 the City makes or causes to be made to the Property. If any such lien is placed on Frostinburg's title to the Property, then the City 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 Frostinburg'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 City agrees to promptly notify any contractor making any improvements to the Property of the provisions of this Lease contained in this paragraph. Frostinburg and the City 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 City and Frostinburg, and the legal description of the Property. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

8. Access by Frostinburg. Frostinburg and Frostinburg's agents, contractors, and other representatives shall have the right to access the Property upon providing not less than twelve (12) hours prior notice to the City. Access will be at reasonable times and will not unreasonably interfere with the City's use of the Property. Prior notice shall not be required in the event of an emergency event affecting the Property.

9. Tenant Insurance. The City/ shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form or its equivalent in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) fire and extended coverage on the Premises and on its contents, including any Alterations or improvements made by the City; and (iii) such other insurance as may be reasonably required by Frostinburg. The City shall furnish evidence of such insurance upon Frostinburg's request.

10. Frostinburg Insurance. Frostinburg may obtain or maintain insurance as Frostinburg deems appropriate in Frostinburg's sole discretion, however any such insurance will be for the protection and benefit of Frostinburg only. Frostinburg has no obligation to obtain or maintain insurance for the protection or benefit of the City.

11. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, save, and hold harmless Frostinburg and the Frostinburg's officers, directors, members, managers, employees, agents, representative, attorneys and insurers ("Indemnified Parties"), from and against any and all claims, demands, damages, injuries, and liabilities of any nature whatsoever (including reasonable attorneys' fees and court costs through all levels of appeal) resulting from, relating to, or otherwise arising out of the City's use and/or possession of the Property pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of Frostinburg. Notwithstanding the foregoing, nothing herein is intended to waive the City's sovereign immunity protections under the Florida Constitution and laws of Florida. As such, all claims for indemnification shall be subject to the liability limitations contained in Section 768.28, Florida Statutes.

12. Assignment. The City shall not assign any rights under this Agreement or sublet any portion of the Property, and any such assignment or sublease shall be null and void. Frostinburg may freely assign this Agreement.

13. Default. Each of the following shall be an event of default under this Lease: (a) the City fails to make any payment of rent or sales tax when due; (b) the City violates any requirement under the Use article of this Lease; (c) the City becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against the City; (d) a receiver or trustee in bankruptcy is appointed for the City's property; (e) the City rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (f) the leasehold estate granted to the City by this Lease is taken on execution or other legal process; (g) the City transfers this Lease in violation of the Assignment or Subletting article; (h) the City fails to timely perform any other obligation under this Lease or otherwise violates any provision of this Lease.

14. Remedies. If the City 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 Frostinburg to the City in which Frostinburg demands that the City either (a) make payment of the rent and/or sales tax, that is due or (b) deliver possession of the Property to Frostinburg, then Frostinburg may terminate the City'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 the City defaults under any of the other obligations of the City under this Lease, and said default continues for a period of fifteen (15) days after Frostinburg has delivered to the City written notice of the existence of said default, and/or if the City commits a subsequent violation of the same or similar lease provision after having been given notice and an opportunity to cure within the last twelve (12) months, Frostinburg may declare immediately due and payable all rent and sales tax, for the balance of the term of the Lease. If the City defaults, Frostinburg may, but shall have no obligation to, perform the obligations of the City, and if Frostinburg, 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 the City to Frostinburg upon receipt of a bill, invoice, or statement therefor. The foregoing remedies are not intended to limit Frostinburg's remedies and are available and exercisable by Frostinburg in addition to any and all other remedies provided under Florida law.

15. Security. Frostinburg shall have no obligation to provide or implement any security or protection measures at the Property or otherwise for the benefit of the City or the City's guests or invitees or their property.

The City shall take appropriate security measures to protect the Property against theft, vandalism, and other unlawful activities.

16. 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 addresses listed at the beginning of this Lease. A notice shall be deemed effective three (3) days after the postmark date.

17. Waiver. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent a subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No endorsement or statement on any check or any letter accompanying any check or payment of rent will be deemed an accord and satisfaction. Frostinburg may accept the check or payment without prejudice to Frostinburg's right to recover the balance of the rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

18. Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 health department."

19. Attorney's Fees. In the event of any lawsuit arising out of or otherwise related to this Agreement or the City's use, possession, or occupancy of the Property, the prevailing party shall be entitled to collect from the non-prevailing party, reasonable attorney's fees and court costs incurred in connection with such lawsuit.

20. Miscellaneous. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. Frostinburg and the City intend that faxed, copied, or PDF format signatures constitute original signatures binding on the parties. Any liability or obligation of either party arising during the Lease Term shall survive the expiration or earlier termination of this Lease. In the event any provision or a portion of any provision of this Lease is declared unenforceable or invalid by any court having competent jurisdiction, then such provision shall be construed and limited to the extent necessary to eliminate such invalid or unenforceable provision. All remaining provisions of this Lease shall remain enforceable and in full force and effect. Venue for any action arising out of or related to this Lease, the Property, or Tenant's use or occupancy of the Property shall lie exclusively in a state court of competent jurisdiction in Lake County, Florida. Headings are for convenience only and are not for interpretation. Both parties have participated in the negotiation and preparation of this Agreement and no provision of this Agreement or ambiguities shall be construed more strictly against one party than the other.

21. Waiver of Jury Trial. Frostinburg and the City knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Agreement, the Property, or the City's use or occupancy of the Property.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on the date written below.

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation

By: _____
Alan Reisman, Mayor

Date: _____

Attest:

J. Andi Purvis, City Clerk

FROSTINBURG, LLC, a Florida limited
liability company,

By: _____
Thomas Frost, Manager

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: February 10, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Commerical Lease Agreement between the City of Leesburg and Leesburg Art Festival, Inc.; and providing an effective date.

Staff Recommendation:

Approve Arts lease.

Analysis:

The attached standard lease is between the City and Leesburg Center for the Arts for their relocation from Magnolia Street to the Tropic facility. The lease is very similar to the one approved between the City and Melon Patch Players. With the following exceptions, (1) Arts is not providing any cash to the City; (2) Arts is seeking a 25-year lease; and (3) City will absorb the Art's utility expenses. This arrangement is identical to the lease that Art/City have at their current location.

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 A
COMMERICAL LEASE AGREEMENT BETWEEN THE CITY OF LEESBURG
AND LEESBURG ART FESTIVAL, INC.; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Commercial Lease agreement with Leesburg Art Festival, Inc., whose address is 429 W Magnolia Street, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of February 2025.

Mayor

ATTEST:

City Clerk

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") is made and entered into on the 10th day of February, 2025, by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "Landlord") and **LEESBURG ART FESTIVAL, INC.**, a Florida not for profit corporation whose address is 429 W. Magnolia Street, Leesburg, Florida 34748 (the "Tenant").

WITNESSETH:

WHEREAS, Landlord is owner of the improved real property located at 122 West Main Street, Leesburg, Lake County, Florida, described more particularly on Exhibit "A" attached hereto, and the premises located at 306 S. 6th Street, Leesburg, Lake County, Florida, (hereinafter referred to as the "Property"); and

WHEREAS, Tenant desires to lease the portion of the Property from Landlord identified on Exhibit "B" attached hereto (the "Premises" and/or "Leased Premises"), pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises of the parties hereto, Landlord and Tenant hereby agree as follows:

1. PREMISES. In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises to operate an organization devoted to providing arts education, awareness, and opportunities to residents, businesses and visitors of the City of Leesburg (the "Permitted Use"). In addition to use of the Leased Premises, Tenant shall be allowed non-exclusive use of a separate room designated by Landlord at 306 S. 6th Street, Leesburg, Lake County, Florida or such alternative location designated by Landlord (the "Kiln Room"), within which Tenant may locate, store, and operate a kiln.

2. TERM. The term of this Lease as to the Leased Premises shall be for a term of approximately twenty-five (25) years, which term shall commence on July 1, 2025 and shall terminate on June 30, 2050 at 11:59 p.m. Eastern Standard Time (the "Term"), unless sooner terminated in accordance with the terms and conditions hereof or applicable Florida law, or unless extended by subsequent written agreement executed by the parties hereto. The term as to Tenant's use of the Kiln Room shall be month-to-month and may be terminated by either party upon providing written notice not less than thirty (30) days prior to the intended termination date.

3. RENT. Tenant shall not be required to pay rent to Landlord.

4. TAXES.

a. Sales Tax and Personal Property Taxes. If rent is ever paid in the future, Tenant shall pay all applicable sales tax due in connection with each payment of rent to Landlord. Tenant shall solely be responsible for any and all intangible and personal property taxes assessed or imposed in connection with Tenant's use and operation of the Premises, as well as all business tax receipts or similar occupancy license charges due in connection with Tenant's occupancy or use of the Premises.

b. Real Estate Taxes. Landlord shall be responsible for paying all ad valorem and non-ad valorem assessments imposed against the Property.

5. SECURITY DEPOSIT. Tenant shall not be required to pay Landlord a security deposit in connection with this Lease.

6. USE.

a. Permitted Use. Tenant shall continuously use and occupy the Premises only for the Permitted Use of the Premises to the extent not prohibited by covenants or restrictions imposed on the Property or prohibited by applicable codes, ordinances, statutes, laws, rules, or regulations of any governmental body with jurisdiction over the Premises, in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use or permit or suffer the use of the Premises or Kiln Room for any other business or purpose except as

stated in Section 1 of this Lease absent written approval from Landlord, which approval will not be unreasonably withheld. Tenant is solely responsible for confirming that Tenant's intended use of the Premises and Kiln Room, and the Permitted Use, is permitted by law and any applicable recorded covenants or restrictions, and for obtaining all licenses, approvals, and permits for its intended use, which licenses, approvals, and permits are not conditions to this Lease or Tenant's obligations under this Lease. Tenant shall conduct its business in the Premises solely under Tenant's name. The agreements of Tenant concerning limitations on the use of the Premises, as set forth in this Lease, are a material inducement to Landlord in entering into this Lease.

b. No Offensive or Illegal Use. No use of the Premises or Kiln Room during the Lease Term shall be offensive to the neighborhood or surrounding properties by reason of odor, fumes, noise, or traffic; no illegal activity or activity that will result in the sale or storage of counterfeit goods or merchandise shall be conducted on the Premises by Tenant or by anyone claiming the right to use the Premises by or through Tenant; and no activities on the Premises shall be permitted by Tenant, or by anyone claiming the right to use the Premises by or through Tenant, which are, in the sole discretion of Landlord, immoral or lewd or capable of subjecting the Premises to an unfavorable reputation or reducing the sale or rental value of the Premises or Kiln Room. Tenant shall not use the Premises or Kiln Room for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and the Premises and Kiln Room will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Premises and Kiln Room and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Premises or Kiln Room to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's operation, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Premises or Tenant's intent to store or use Hazardous Material on the Premises. Any cure periods for a default by Tenant under this Lease shall not be applicable to a default by Tenant of the terms of this section.

7. ASSIGNMENT OR SUBLETTING. Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, revocation, operation of law, or any other manner (any of which, a "transfer"), without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion or conditioned on further consideration. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of direct or indirect ownership or control of the business entity comprising Tenant, or permit any portion of the Premises or Kiln Room to be occupied by third parties. Any transfer by Tenant in violation of this article shall be a material violation of this Lease subjecting the same to immediate termination and/or shall at Landlord's option, be void. Landlord may assign any or all of its rights under this Lease without permission of or prior notice to Tenant. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, Landlord shall automatically be released from all of its obligations and liabilities hereunder.

8. INSURANCE.

a. Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the

then most current Insurance Services Office ("ISO") form or its equivalent in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) fire and extended coverage on the Premises and Kiln Room and on its contents, including any Alterations or improvements made by Tenant; (iii) plate glass insurance; and (iv) such other insurance as may be reasonably required by Landlord. Tenant's insurance shall provide primary and non-contributory coverage to the Landlord when any policy issued to any Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's policies may have any deductibles, or any self-insured retentions. All insurance policies shall name the Landlord as an additional insured, and Tenant shall furnish evidence of such insurance naming Landlord as an additional insured within five (5) days of any request by Landlord for such information. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties. Considering the length of the Term, Tenant understands agrees and acknowledges that Landlord may alter these insurance requirements from time-to-time by providing written notice to Tenant in which case Tenant shall promptly comply with such modified insurance requirements.

b. Landlord's Insurance. Landlord may insure the Property and/or Premises and building against loss or damage by fire or other casualty to the extent of the full insurable value of the building, including all improvements, Alterations, additions and changes made by Landlord or Tenant, however, such insurance is solely for the benefit of Landlord. Landlord has no duty or obligation to procure or maintain insurance coverage for the benefit of Tenant or any other parties.

9. DEFAULT.

a. Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of rent or sales tax when due; (b) Tenant violates any requirement under the Use article of this Lease; (c) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant; (d) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (e) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (f) Tenant ceases to conduct any business operations at the Premises for a period of 30 consecutive days; (g) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises or Kiln Room; (h) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (i) Tenant transfers any portion of this Lease in violation of the Assignment or Subletting article; (j) Tenant fails to deliver an estoppel certificate or subordination agreement within the time periods required by this Lease; (k) if Tenant is a franchisee, Tenant's franchise agreement is terminated; (m) Tenant fails to maintain insurance; or (n) Tenant fails to perform any other obligation under this Lease or otherwise violates any provision of this Lease.

b. Remedies. If Tenant 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 Landlord to Tenant in which Landlord demands that Tenant either (a) make payment of the rent and/or sales tax, that is due or (b) deliver possession of the Premises to Landlord, Landlord may terminate Tenant'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 Tenant defaults under any of the other obligations of Tenant under this Lease, and said default continues for a period of fifteen (15) days after Landlord has delivered to Tenant written notice of the existence of said default or if said default is a repeat violation within twelve (12) months, Landlord 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 Landlord's remedies and are available and exercisable by Landlord in addition to any and all other remedies provided under Florida law. Notwithstanding the foregoing, this Lease shall be terminated immediately, without notice to Tenant, in the event Tenant becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Tenant's property; or if Tenant makes an assignment for the benefit of any creditor(s).

c. Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, 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 Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

d. Late Charges, Interest, and Bad Checks. If any installment payment due Landlord shall not be paid within five (5) days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to five percent (5.0%) of the past due payment. Rent is due on or before the first day of each month notwithstanding the date upon which the administrative charge is assessed. All payments due Landlord shall bear interest at the rate of 18% per annum, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank, ACH payments, or by Federal Reserve wire transfer to Landlord's account.

e. Limitations. Neither Landlord, nor Landlord's mayor, commissioners, officers, directors, members, managers, employees, representatives, agents, attorneys or insurers of Landlord, shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIMS BY TENANT OF ANY KIND WHATSOEVER ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES OR ANY RIGHTS AND OBLIGATIONS THEY MAY HAVE RELATING TO THE PREMISES, THIS LEASE, OR ANYTHING RELATED TO EITHER, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than thirty (30) days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term articles) to consequential damages, lost profits, punitive damages, or special damages of any kind. Nothing herein is intended to alter or waive any sovereign immunity rights or limitations on liability existing in favor of Landlord as a Florida municipal corporation.

f. Presumption of Abandonment. It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for thirty (30) consecutive days absent written notice to Landlord providing a reasonable basis or explanation for the absence or closure. Tenant agrees that upon abandonment of the Premises, Landlord shall not be liable or responsible for the storage or disposition of Tenant's property, inventory, or possessions.

10. ALTERATIONS. "Alterations" shall mean any alteration, modification, addition, or improvement in or on or to the Premises or Kiln Room of any kind or nature. Except for minor changes to signage, décor, and furniture, Tenant shall make no Alterations without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole discretion. Tenant must furnish copies of all plans, drawings, and other documents reasonably requested by Landlord in connection with any request for approval of Alteration(s) made by Tenant. Landlord will not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, changes to equipment or affect utility services or other systems or facilities on the Premises, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the Premises,

and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Leased Premises, Kiln Room or any equipment or facilities at the Property or Kiln Room. Landlord shall not perform any alterations, additions, or improvements to make the Leased Premises or Kiln Room suitable and ready for occupancy and use by Tenant unless expressly stated otherwise herein, and Tenant shall accept possession of the same in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord's approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation and employer's liability insurance, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance (including contractual liability, broad form property damage and contractor's protective liability coverage) in an amount suitable to Landlord; Contractor's insurance shall contain an endorsement insuring the Landlord Parties (as defined later in this Agreement) as additional insureds and shall be primary and non-contributory over any other coverage available to the Landlord. The Contractor's insurance shall also comply with the requirement of the Insurance article. All Alterations shall be made or performed at Tenant's sole cost and expense and shall become part of the Premises and shall remain Landlord's property upon termination of this Lease.

11. LIENS. The interest of Landlord in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for maintenance, repairs, replacements, or Alterations made by or on behalf of Tenant. Tenant represents to Landlord that any improvements or approved Alterations that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. Tenant shall keep the Premises free and clear from all liens and encumbrances related to any work performed by Tenant, and shall indemnify, defend, save, and hold Landlord 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 Tenant makes or causes to be made to the Premises. Tenant shall not subject the Premises or any interest of Landlord in the Premises to any liens for labor, services, or materials furnished to the Premises, without the express written consent of Landlord, and hereby agrees to indemnify and hold Landlord and the Landlord's real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Landlord's title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, Alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant or Tenant's contractors or subcontractors. If such a lien is placed on Landlord's title to the Premises, then Tenant 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 Landlord'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 Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and Tenant 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 Landlord and Tenant, and the legal description of the real property on which the Premises, Building, and Center are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

12. ACCESS TO PREMISES. Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter, show, and inspect the Premises and Kiln Room and to make repairs, replacements, and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required.

13. SECURITY. Landlord shall have no obligation to provide security at the Premises or Kiln Room or otherwise for the safety or benefit of Tenant or Tenant's guests or invitees or their property. Tenant shall be responsible for taking appropriate security measures to protect its property, the Leased Premises, and Kiln Room against theft, vandalism, and similar activities.

14. SECURITY INTEREST. As security for Tenant's obligations under this Lease, Tenant grants to Landlord a security interest in this Lease and all property of Tenant now or hereafter placed in or upon the Premises and Kiln Room including, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings, and other articles of personal property, and all insurance proceeds of or relating to Tenant's property and all accessions and additions to, substitutions for, and replacements, products, and proceeds of the Tenant's property. This Lease constitutes a security agreement under the Florida Uniform Commercial Code. This security interest shall survive the expiration or sooner termination of this Lease.

15. CASUALTY DAMAGE. If: (a) the Premises or improvements thereon shall be so damaged by fire or other casualty that substantial alteration or reconstruction shall, in Landlord's opinion, be required; or (b) Landlord is not permitted to rebuild the improvements on the Premises in substantially the same form as it existed before the damage; or (c) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (d) the damage is not fully covered by insurance maintained by Landlord; then Landlord may give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth (5th) day after the notice is delivered. If Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to restore the Premises to substantially the same condition it was in immediately before the casualty within the policy limits of Landlord's applicable insurance policy. However, Landlord shall not be required to restore any Alterations or portion of Tenant's property or to share any insurance proceeds with Tenant. Rent shall abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty resulting in damage to the building which is covered by insurance carried or required to be carried by Landlord under this Lease, as of the date on which the Premises becomes unusable. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent. Notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to restore any portion of the Premises to the extent that the actions or negligence of Tenant or any of Tenant's officers, directors, members, employees, volunteers, agents, representatives, guests, or invitees caused or contributed to the damage or destruction of the Premises. Nothing in this provision is intended to alter or modify Tenant's indemnification obligations set forth otherwise in this Lease.

16. RESERVED.

17. REPAIR AND MAINTENANCE. Tenant shall be responsible for routine cleaning, trash disposal, and general maintenance, repairs, and replacements associated with the interior, lighting, and equipment of the Leased Premises and Kiln Room, and shall be solely responsible for maintenance, repairs, and replacements to the Kiln, associated equipment, and all other personal property owned by Tenant. Tenant shall also be responsible for repairing any damages to the Leased Premises, Kiln Room, and/or their respective fixtures to the extent such damages arise out of Tenant's activities or use of the same. Except as previously stated, and provided Tenant is in compliance with all terms and conditions of this Lease Agreement, Landlord will maintain and repair the roof and structural portions of the Leased Premises and Kiln Room. Tenant shall promptly notify Landlord of any necessary maintenance or repairs.

18. ESTOPPEL CERTIFICATES. From time to time, Tenant, without any cost to Landlord and on not less than five days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Premises or Kiln Room.

19. SUBORDINATION. This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Premises or Kiln Room, and to all renewals, modifications, consolidations, replacements, and

extensions of the mortgages. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within ten days after receipt from Landlord. If the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by foreclosure of any mortgage to which this Lease is or may be subordinate, Tenant shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and, if requested by such transferee, Tenant agrees to attorn to the transferee as its Landlord.

20. INDEMNIFICATION. To the fullest extent permitted by law, Tenant shall indemnify, defend, save, and hold harmless the Landlord and Landlord's mayor, commissioners, officers, directors, members, managers, employees, agents, representative, attorneys and insurers ("Landlord Parties"), from and against any and all liability (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or resulting from claims or demands of third parties in connection with the Premises and/or Kiln Room, or claims otherwise arising out of Tenant's use, possession, maintenance, repair, replacement, or occupancy of the Leased Premises and/or Kiln Room. It is intended that Tenant indemnify the Landlord Parties against the consequences of their own negligence or fault, even when the Landlord Parties are jointly, comparatively, contributively, or concurrently negligent with Tenant, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of the Landlord Parties, and Tenant waives and releases all claims against the Landlord Parties for any claim covered by the indemnity obligations of Tenant under this article. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Tenant'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. Tenant's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Tenant's obligations under this Indemnification article. Notwithstanding anything in this article 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 Tenant or the coverage or amount of insurance actually carried by the Tenant, or results from any event not required to be insured against and not actually insured against, Tenant shall pay the amount not actually covered. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Landlord shall have the right to select its own counsel in connection with the operation of this indemnification provision.

21. NO WAIVER. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. Landlord's retention of any portion of the lump sum rent paid in connection with this Lease shall not operate as a waiver of any default committed after Landlord's acceptance of such rent. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

22. SERVICES AND UTILITIES. Landlord shall provide water, wastewater, electric, natural gas and solid waste disposal services for the Tenant's portion of the Premises. Tenant shall be solely responsible for all forms of communication services to include, phone, internet connection, cable television and/or similar services. Tenant shall

be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises.

23. GOVERNMENTAL REGULATIONS. Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities, including the Americans with Disabilities Act of 1990 (the "ADA") and all similar present or future laws relating to the Premises and Kiln Room, including the performance of any work to the Premises or Kiln Room required because of Tenant's specific use or Alterations made thereto by Tenant.

24. SIGNS. All signage shall comply with applicable governmental regulations and restrictions affecting the Premises and shall be installed and maintained in accordance therewith. Landlord has no obligation whatsoever to furnish signage or contribute towards costs or expenses associated with signage at the Premises or Kiln Room.

25. END OF TERM. Tenant shall surrender the Premises and Kiln Room to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. All Alterations (including but not limited to replacement Equipment) made by Landlord or Tenant to the Premises and Kiln Room shall become Landlord's property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises and Kiln Room all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises and/or Kiln Room caused by the removal. Any items of Tenant's property that shall remain in the Premises or Kiln Room after the expiration or sooner termination of the Lease Term, may, at the option of Landlord and without notice, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability or notice to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense. **BY EXECUTING THIS LEASE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR OTHER RECOVERY OF POSSESSION BY LANDLORD (INCLUDING AFTER EVICTION) LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD SHALL NOT BE REQUIRED TO COMPLY WITH THE PROVISIONS OR PROCEDURES OF SECTIONS 715.10 – 715.111 OF THE FLORIDA STATUTES ENTITLED "DISPOSITION OF PERSONAL PROPERTY LANDLORD AND TENANT ACT".**

26. ATTORNEYS' FEES. Except as otherwise provided in this Lease, the prevailing party in any litigation or arbitration arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, shall be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with bankruptcy or appellate proceedings. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant.

27. 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 Landlord shall be sent to Landlord's address stated on the first page of this Lease or at such other address designated by Landlord. Notices to Tenant shall be sent to Tenant at the Premises. 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, Landlord may serve notices on Tenant by personal delivery or posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall be deemed delivered on the date of posting or delivery.

28. QUIET ENJOYMENT. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, or mortgages encumbering the Center.

29. GENERAL PROVISIONS.

a. Miscellaneous. The words "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, where approval is required, the approved successors and assigns of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease. In the event any provision or a portion of any provision of this Lease is declared unenforceable or invalid by any court having competent jurisdiction, then such provision shall be construed and limited to the extent necessary to eliminate such invalid or unenforceable provision. All remaining provisions of this Lease shall remain enforceable and in full force and effect. Venue for any action arising out of or related to this Lease, the Premises, or Tenant's use or occupancy of the Premises shall lie exclusively in a court of competent jurisdiction in Lake County, Florida. The parties agree that this Lease or a short form memorandum hereof, referring to the parties, Property, construction lien provisions, and option to renew may be recorded in the Public Records of Lake County, Florida.

b. Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 health department."

30. NO REPRESENTATIONS BY LANDLORD. NEITHER LANDLORD NOR LANDLORD'S AGENTS HAVE MADE (AND TENANT HEREBY DISCLAIMS ANY RELIANCE UPON) ANY REPRESENTATIONS OR PROMISES CONCERNING THE PHYSICAL CONDITION OF THE PREMISES, TENANT'S ABILITY TO USE THE PREMISES FOR THE PERMITTED USE, THAT THE PERMITTED USE IS LAWFUL OR PERMISSIBLE UNDER APPLICABLE ZONING REGULATIONS, THE AREA OF THE PREMISES OR THE MANNER OF CALCULATING SUCH AREA, ANTICIPATED OPERATING COSTS, LEVELS OF CUSTOMER TRAFFIC, GROSS SALES THAT CAN BE ACHIEVED AT THE CENTER, PARKING AVAILABILITY, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, AND NO RIGHTS, EASEMENTS, OR LICENSES ARE ACQUIRED BY TENANT BY IMPLICATION OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

31. CONSTRUCTION; MERGER. THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE SHALL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL

PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

32. NO RELIANCE. EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

33. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date indicated below.

Witnesses to Landlord:

LANDLORD:

CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

Signature

By: _____
Alan Reisman, Mayor

Printed Name

Date: _____

Postal Address

ATTEST:

Signature

City Clerk J. Andi Purvis,

Printed Name

Postal Address

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ 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

(seal)

My Commission Number:

My Expiration Date:

TENANT:

LEESBURG ART FESTIVAL, INC.,
a Florida not for profit corporation,

Witnesses to Tenant:

Signature

Printed Name

Postal Address

By: _____
Amanda McLea, President

Date: _____

Signature

Printed Name

Postal Address

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Amanda McLea, as President of Leesburg Art Festival, Inc., a Florida not for profit 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)

EXHIBIT "A"
(Legal Description of the Property)

Lots 2 and 3, North of Main Street, OFFICIAL PLAT OF THE CITY OF LEESBURG,
according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records
of Lake County, Florida.

Parcel Identification Number: 26-19-24-2600-000-00200

EXHIBIT "B"
(Depiction and/or description of Leased Premises)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: February 10, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the transfer of \$840,584 from the General Fund to the Electric Fund for the Itron AMI agreement; and providing an effective date.

Staff Recommendation:

Staff recommends approving the transfer of \$840,584 from the General Fund to the Electric Fund for the Itron AMI agreement.

Analysis:

On October 28, 2024, the City Commission approved an agreement with Itron for AMI services. The amount of this agreement is \$840,584. In order to save off a future Electric rate increase, it is proposed to fund this project with available General Fund cash reserves.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

As of November 2024 (see attached Electric Cash Graph) the Electric fund has \$9,600,000 in Cash, the required reserve is \$8,843,132. The excess before considering any current encumbrances is \$756,868.

By funding this agreement with General Fund Cash it will allow the Electric Fund to continue to build back the desired reserves needed to offset a possible Electric rate increase.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE TRANSFER OF \$840,584 FROM THE
GENERAL FUND TO THE ELECTRIC FUND FOR THE ITRON AMI
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes a transfer of \$840,584 from the General Fund to the Electric Utility Fund for the Itron agreement.

THAT this resolution shall become effective immediately.

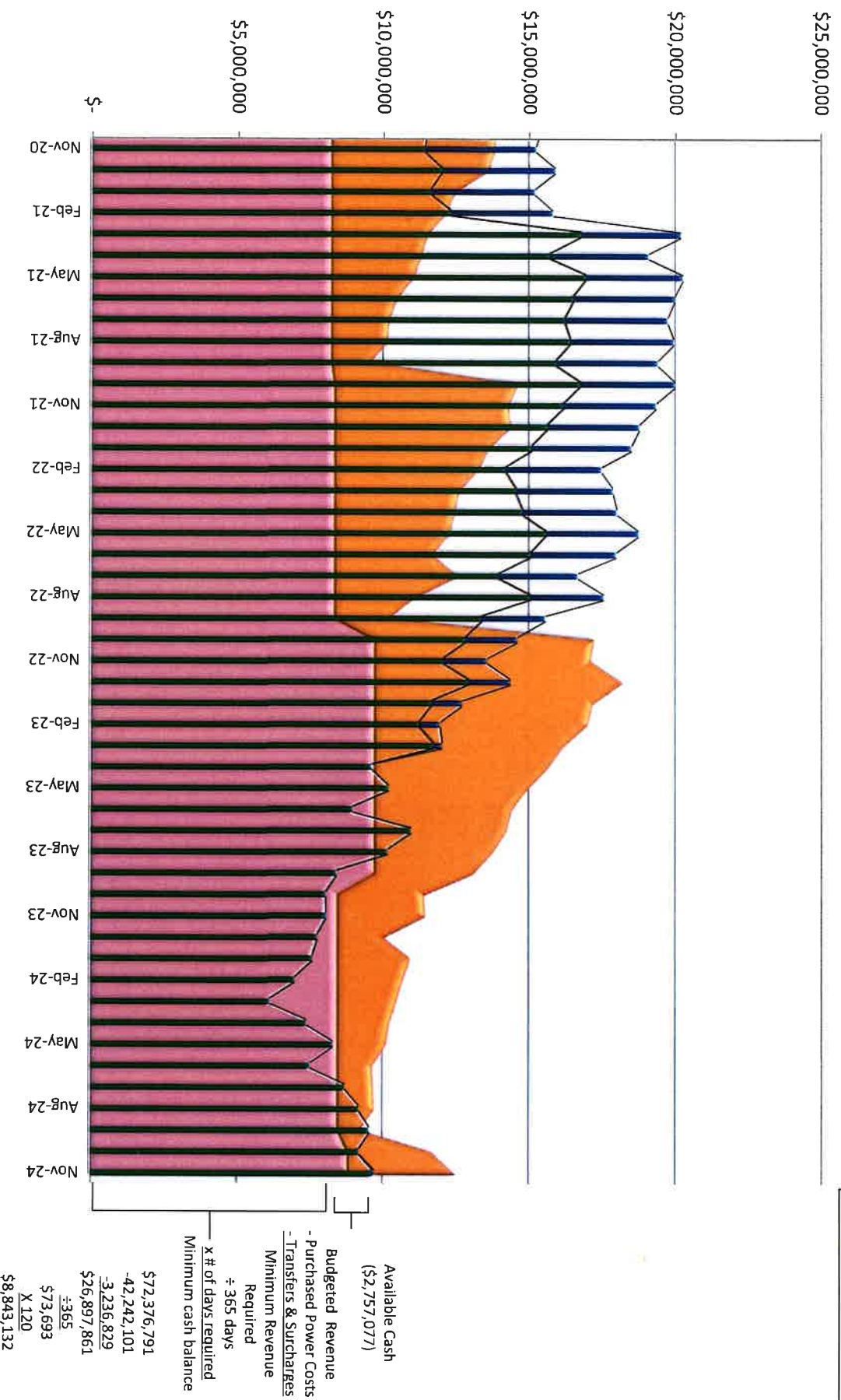
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of February 2025.

Mayor

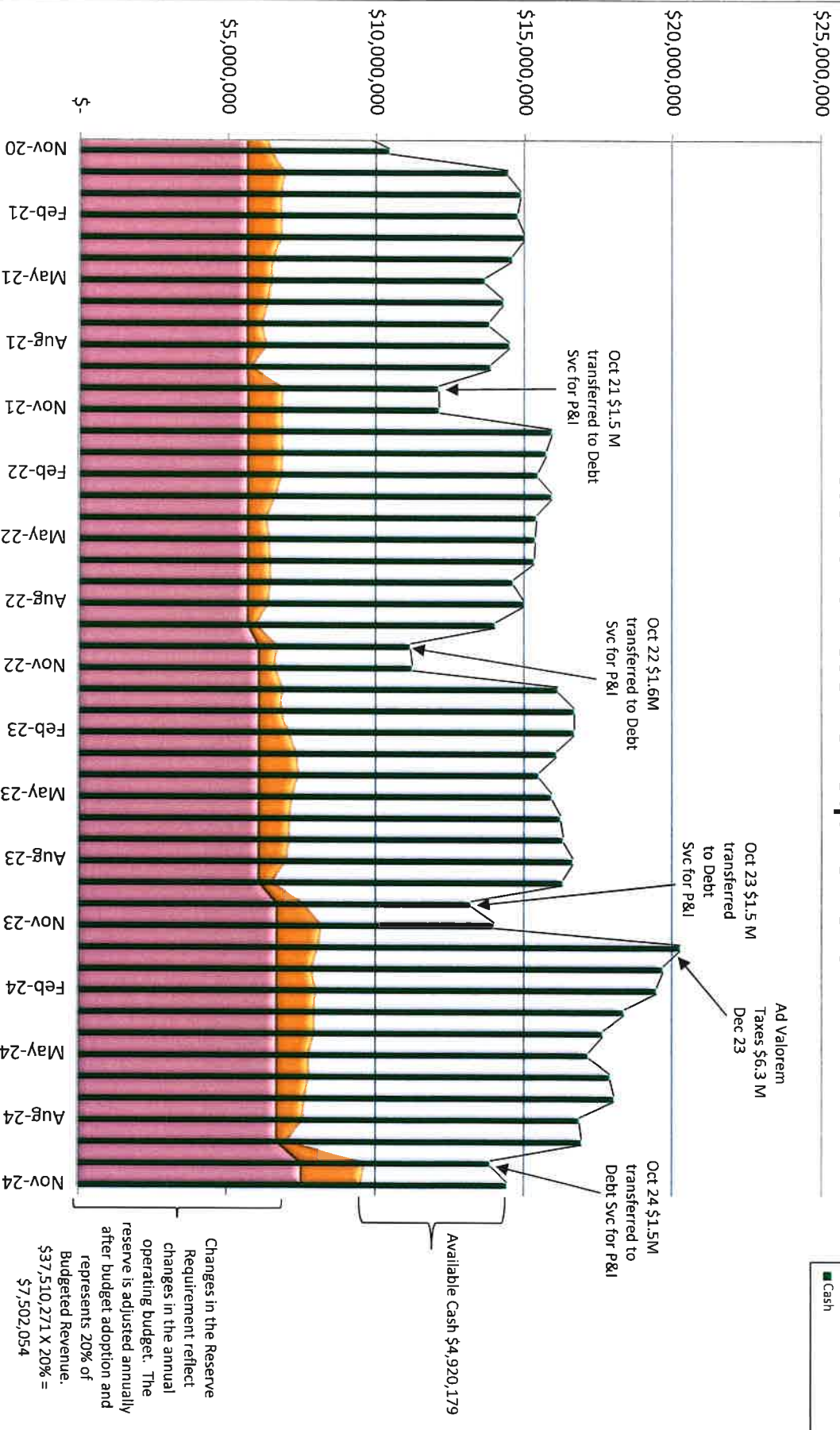
ATTEST:

City Clerk

Electric Fund Cash and Reserve Requirement



General Fund Cash and Reserve Requirement



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: February 10, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 6.52 +/- acres; and being generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, 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. (Wayne Storage ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 6.52 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 6.52 +/- acres, generally located northwest of County Road 44 and south of Hickory Hollow Road, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is for the developer to utilize City utilities and codes. The proposal for a self-storage facility.

The property is surrounded by Lake County A (Agriculture), R-6 (Urban Residential District), CP (Planned Commercial), R-7 (Mixed Residential District) and City SPUD (Small Planned Unit Development). Under the conditions of the SPUD (Small Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, was approved by the Planning Commission at the public hearing held on December 19, 2024.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 6.52 +/- ACRES; AND BEING GENERALLY LOCATED NORTHWEST OF COUNTY ROAD 44 AND SOUTH OF HICKORY HOLLOW ROAD, LYING IN SECTION 03, 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. (WAYNE STORAGE ANNX)

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

Section 1.

Based upon the petition of Danika Oliverio (Agent) for Wayne Structures, LLC, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesternly of the Northwesternly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesternly right of way of Highway No. 44, said point hereby designated as Point "A", return to the point of beginning, and run North 89°56'26" East. 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesternly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

LESS AND EXCEPT:

A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

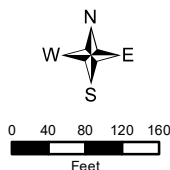
Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Aerial



**Planning
& Zoning
Division**

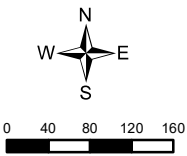


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Proposed Zoning

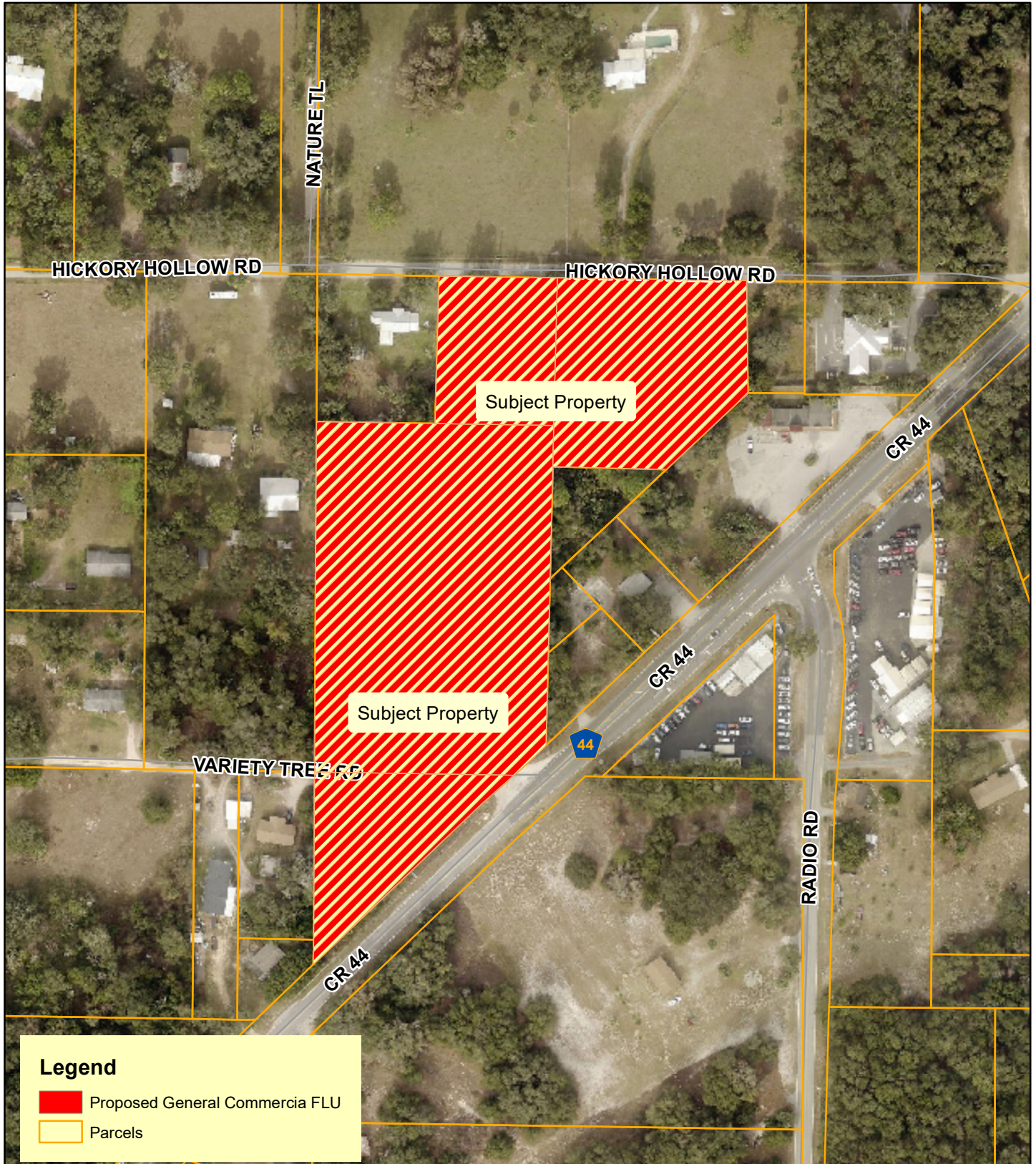


**Planning
& Zoning
Division**

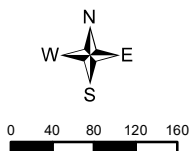


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

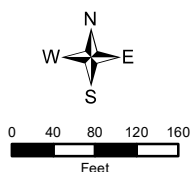


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

Surrounding Land Use



**Planning
& Zoning
Division**

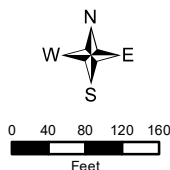


Wayne Storage
 ANN-24-338, SSCP-24-339, SPUD-24-340
 AK#s 2537001, 1177189, 1177189, 3701232
 Section 03, Township 19, Range 25 East
 November 6, 2024

Wetlands & Flood Zone

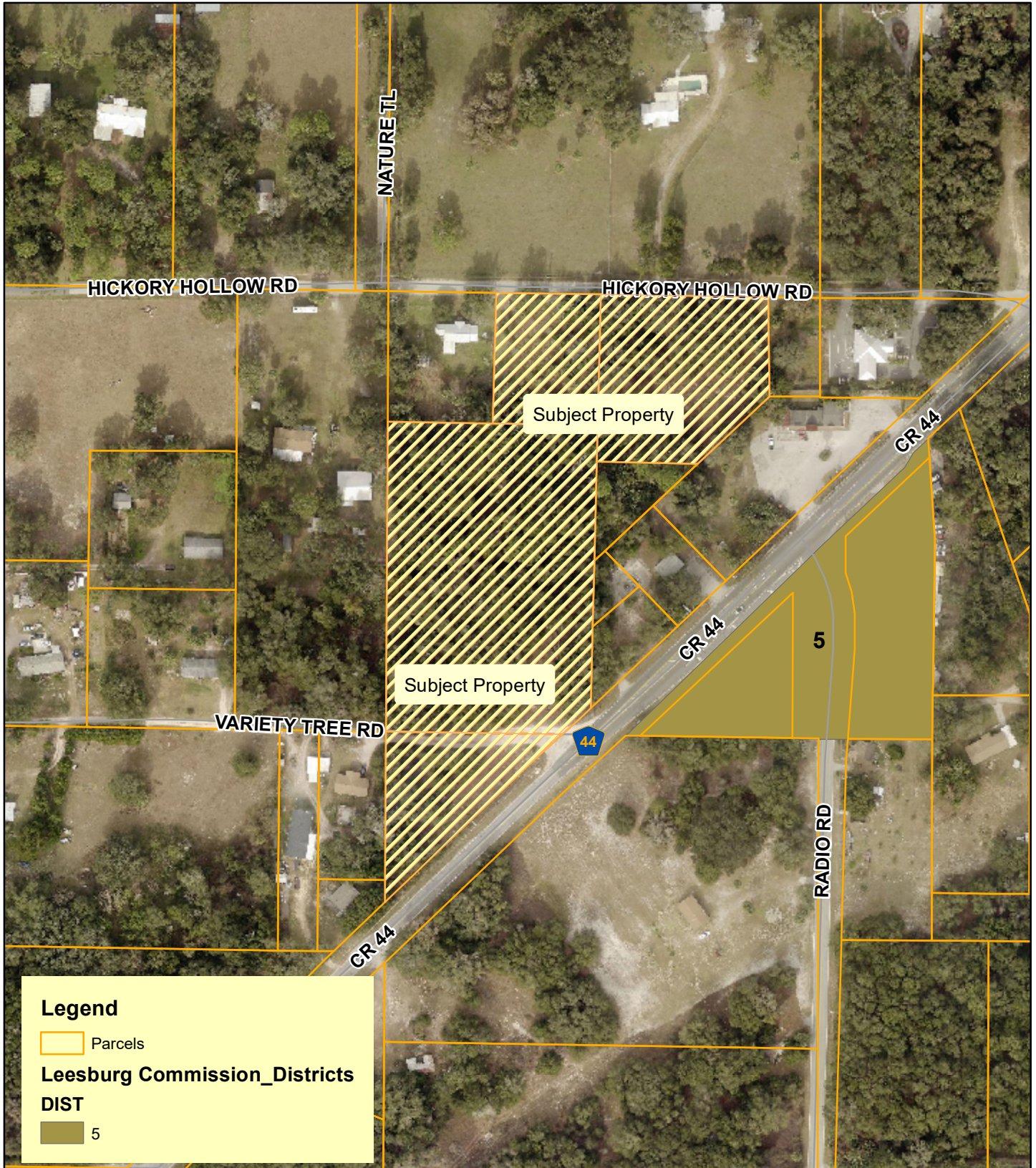


**Planning
& Zoning
Division**

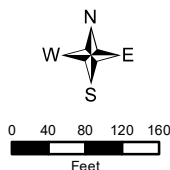


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Commission District



**Planning
& Zoning
Division**



Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

GENERAL LOCATION: Northwest of County Road 44 and south of Hickory Hollow Rd

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Urban Low Density, Regional Commercial
East – Lake County Rural Transition; City of Leesburg General Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District), A (Agriculture), and CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-6 (Urban Residential District)
South – Lake County A (Agriculture), CP (Planned Commercial)
East – Lake County A (Agriculture); CP (Planned Commercial), City of Leesburg SPUD (Small Planned Unit Development)
West – Lake County A (Agriculture), R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Single Family
South – Vacant Residential, Vacant Gov't Municipal, Vacant Residential, Manufactured Home
East – Vacant Commercial, Retail, Vacant Residential, Vacant Gov't Municipal, Auto Sales/Storage
West – Single-Family, Manufactured Home

PROPOSED LAND USE: Self-Storage Facility

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: February 10, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 6.52 +/- acres from Lake County Rural Transition to City of Leesburg General Commercial, for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage SSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 6.52 +/- acres from Lake County Rural Transition to City of Leesburg General Commercial.

Analysis:

The project site is approximately 6.52 acres. The property is generally located northwest of County Road 44 and south of Hickory Hollow Road. Currently, the property is vacant. The proposed use is for a self-storage facility. The surrounding Future Land Use Map designations of Lake County Rural Transition, Urban Low Density, Regional Commercial and City General Commercial are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on December 19, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 6.52 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED NORTHWEST OF COUNTY ROAD 44 AND SOUTH OF HICKORY HOLLOW ROAD, LYING IN SECTION 03, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WAYNE STORAGE SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 6.52 acres of land generally located northwest of County Road 44 and south of Hickory Hollow Road from Lake County Rural Transition to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

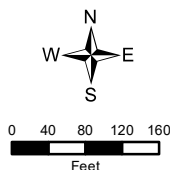
ATTEST:

City Clerk

Aerial



**Planning
& Zoning
Division**



Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Legal Description

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesterly of the Northwesterly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesterly right of way of Highway No. 44, said point hereby designated as Point "A", return to the point of beginning, and run North 89°56'26" East. 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesterly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

LESS AND EXCEPT:

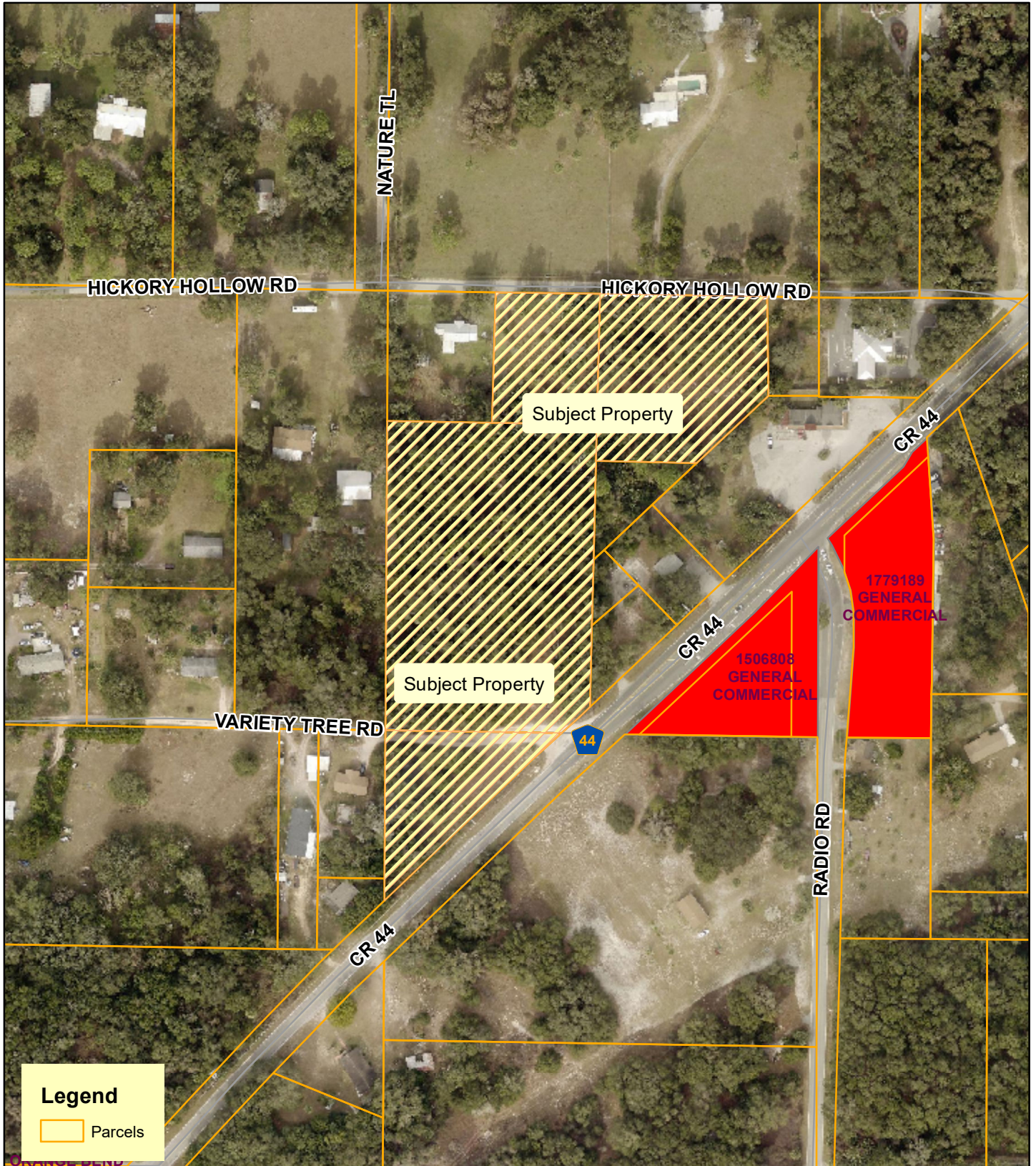
A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

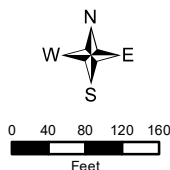
Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Future Land Use

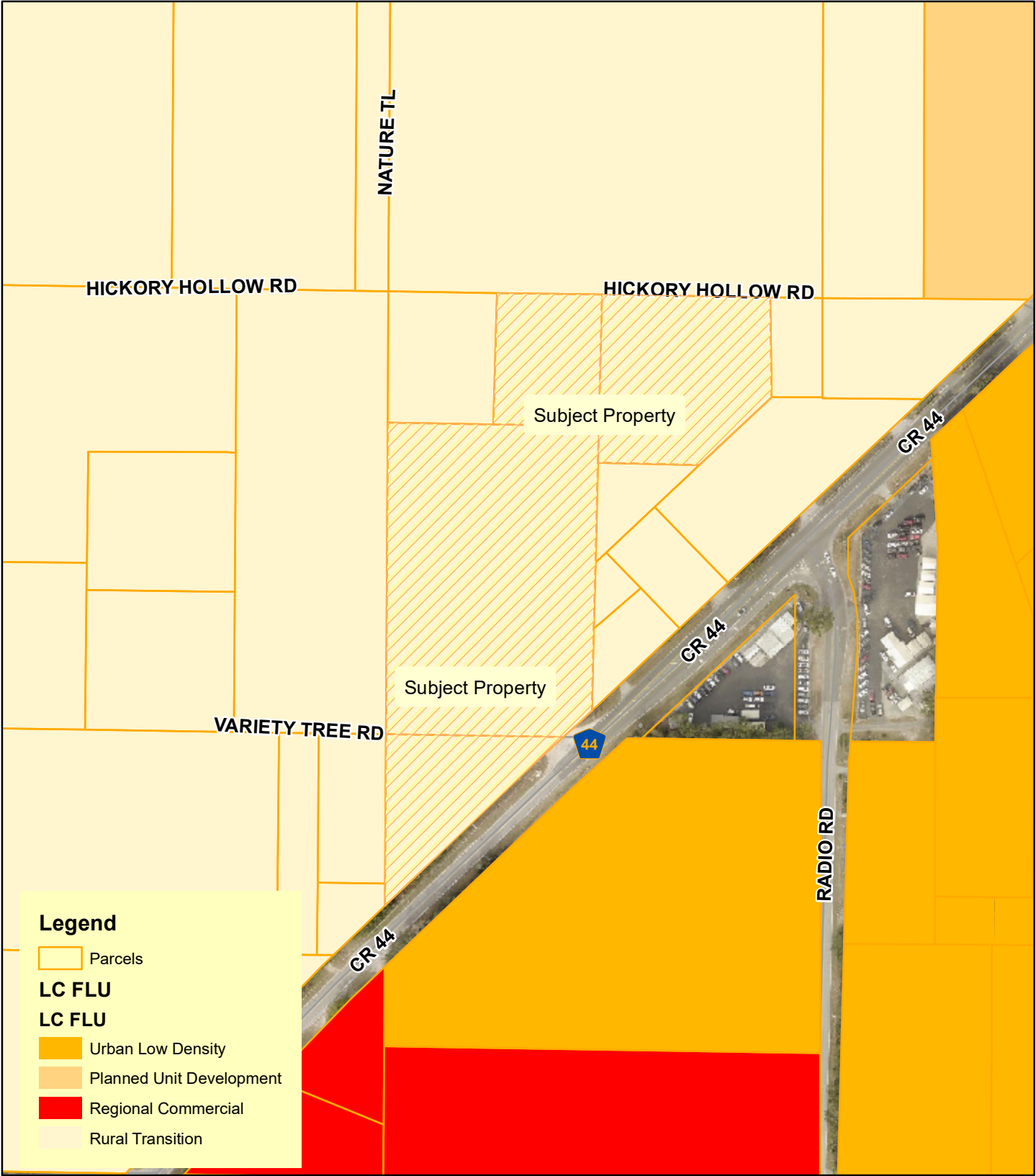


**Planning
& Zoning
Division**

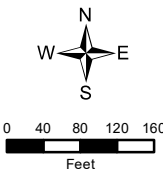


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Lake County Future Land Use

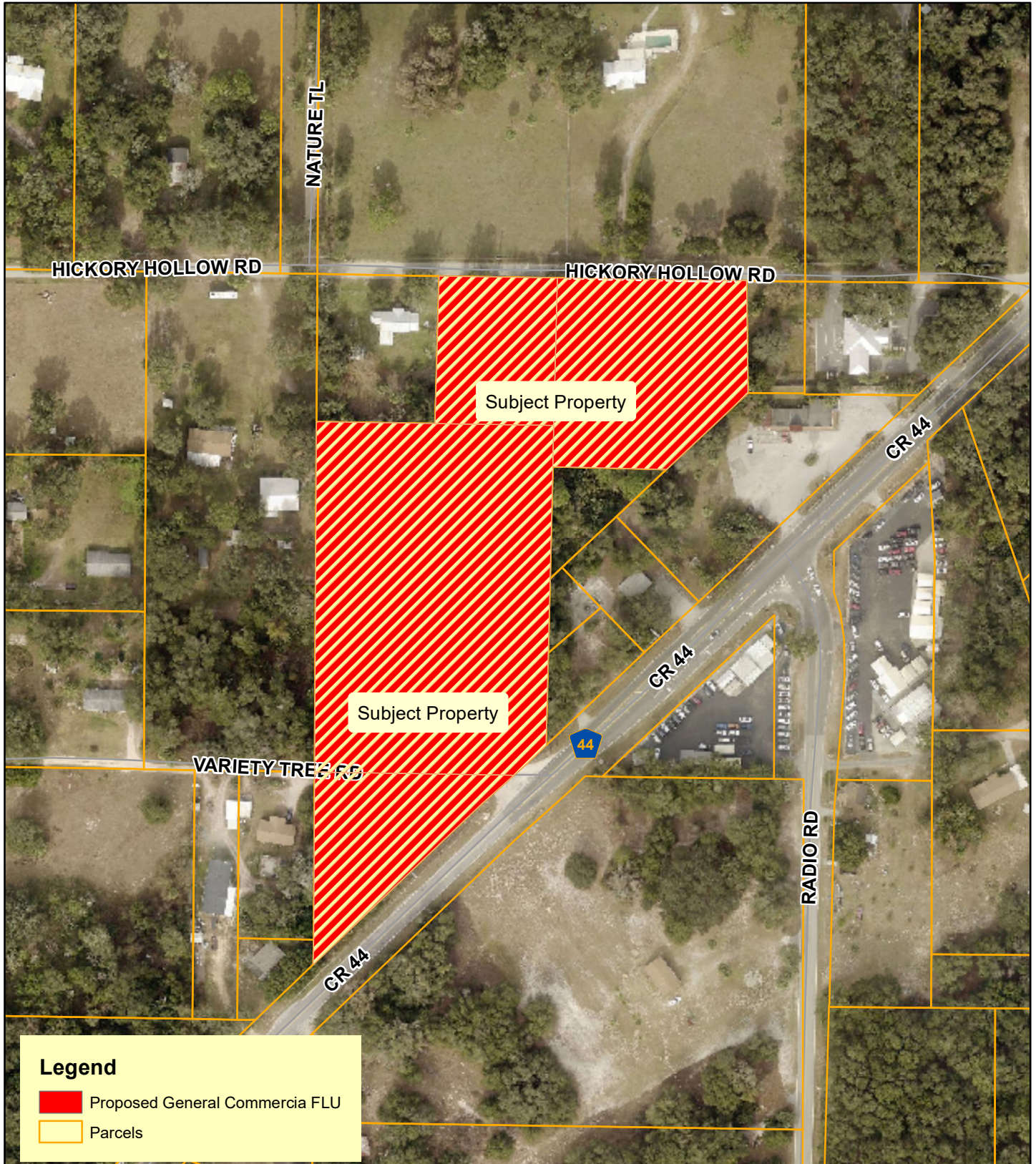


**Planning
& Zoning
Division**

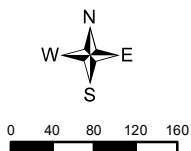


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**



Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

GENERAL LOCATION: Northwest of County Road 44 and south of Hickory Hollow Rd

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Urban Low Density, Regional Commercial
East – Lake County Rural Transition; City of Leesburg General Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District), A (Agriculture), and CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-6 (Urban Residential District)
South – Lake County A (Agriculture), CP (Planned Commercial)
East – Lake County A (Agriculture); CP (Planned Commercial), City of Leesburg SPUD (Small Planned Unit Development)
West – Lake County A (Agriculture), R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Single Family
South – Vacant Residential, Vacant Gov't Municipal, Vacant Residential, Manufactured Home
East – Vacant Commercial, Retail, Vacant Residential, Vacant Gov't Municipal, Auto Sales/Storage
West – Single-Family, Manufactured Home

PROPOSED LAND USE: Self-Storage Facility

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/18/24

FIRE

In reference to Case Number SSCO-24-339; SPUD-24-340

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCO-24-339; SPUD-24-340 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson – 12/12/2024

ELECTRIC

“This is outside of Leesburg Electric Territory. No objections.” Steve Davis 11/25/2024

GAS

“No comment.” Wayne Williams 11/25/2024

GIS

No comments received as of 12/18/24

BUILDING

Wayne Storage – SSCP-24-339, SPUD-24-340

No comments received as of 12/18/24

PUBLIC WORKS

No comments received as of 12/18/24

ADDRESSING

No comments received as of 12/18/24

ECONOMIC DEVELOPMENT

No comments received as of 12/18/24

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/18/24

LAKE COUNTY SCHOOLS

“No comment.” Heather Croney 11/25/2024

PUBLIC RESPONSES

Approval

No comments received as of 12/18/24

Disapproval

The proposed zoning changes affect 2 of the 4 sides of my residential property and would affect 3 of the 4 sides of my property if this request permits Wayne Storage to use the Hickory Hollow Road frontage as part of their commercial business access. I understand that Wayne Structures, LLC has already purchased multiple vacant properties currently with different zoning of R-6 Urban Residential District and Agriculture with the intention of running a storage business. I hope notifying me/reaching out to me this late in the game is with good intention and just not a rubber stamp on some approval process they may have already been promised the outcome.

I would like to first request whoever is making decisions regarding this requested change, **to first physically visit my property** and put their own eyes on what is there now (satellite photos will not do it justice) and see how this proposal will affect my beautiful home/investment, views, setting and future residential home value. It is currently zoned residential and agricultural across the street there on Hickory Hollow. I imagine this proposal will become a widespread view of abandoned boats and RV's parked there to rot as I see at every commercial storage business. Please see the 2 photos below/attached. These were taken this morning as an example.

- My property is residential and is on a ground well for its water source. Has the EPA completed a study yet regarding the impact on how these abandoned RV's and Boats both leaking oil and gasoline into the soil will negatively affect my drinking water?

- Hickory Hollow Road is currently not maintained by the City of Leesburg or Lake County; it is currently privately maintained as the width of the road was created by donated land from my lot and others along that road to provide residential easement access to the residential neighborhood at the end of the street. Hickory Hollow Rd is not built for commercial use; it is barely getting by for residential use with its sub-standard narrow width and short life asphalt makeup.
- If this proposal somehow makes it through the approval process, the only way it won't significantly negatively affect the future resale value of my single-family home and property is if the proposed plan incorporates all required protected greenspace and existing trees or newly planted trees to run in a significant width/depth from property line along both bordering property lines of my residential lot. That would allow me to continue to view greenspace and trees rather than abandoned Boats and RV's for the rest of time. Again, see below/attached photos of poorly planned storage. I would also appreciate the consideration/requirement of a 10-foot high solid wall at the edge of where their usable storage space would begin to help with both my affected view, added commercial noise pollution, and for the security of both their buildings, stored assets and my asset.

Please acknowledge receipt of this letter/email.

Sincerely,

Steve Clark

[9844 Hickory Hollow Road, Leesburg, FL 34788](#)

Steve Clark

Charles Rutenberg Realty

Residential and Investment

407-803-2239



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: December 19, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to General Commercial
CASE NO.: SSCP-24-339

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use designation of General Commercial is compatible with the adjacent Future Land Use designations of Lake County Rural Transition, Urban Low Density, Regional Commercial, and City General Commercial.
3. The proposed request is compatible with the proposed zoning of SPUD (Small Planned Unit Development) for a self-storage facility.
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small-Scale Comprehensive Plan amendment from Lake County Rural Transition to City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: February 10, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 6.52 +/- acres from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a self-storage facility for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a self-storage facility.

Analysis:

The project site is approximately 6.52 +/- acres, and is generally located northwest of County Road 44 and south of Hickory Hollow Road as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a self-storage facility. The existing land uses surrounding the property are pasture improved, single family, vacant commercial, retail, vacant residential, vacant government municipal, auto sales/storage, and manufactured home. City of Leesburg utilities are available nearby.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 6.52 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT), A (AGRICULTURE) AND CP (PLANNED COMMERCIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SELF-STORAGE FACILITY FOR A PROPERTY GENERALLY LOCATED NORTHWEST OF COUNTY ROAD 44 AND SOUTH OF HICKORY HOLLOW ROAD, LYING IN SECTION 03, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WAYNE STORAGE PUD)

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

Section 1.

Based upon the petition of Danika Oliverio (Agent) for Wayne Structures, LLC, for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

**Legal Description
(See Exhibit A)**

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesterly of the Northwesterly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesterly right of way of Highway No. 44, said point hereby designated as Point "A", return to the point of beginning, and run North 89°56'26" East. 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesterly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

LESS AND EXCEPT:

A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

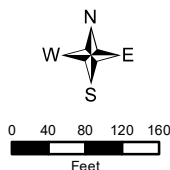
Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Aerial

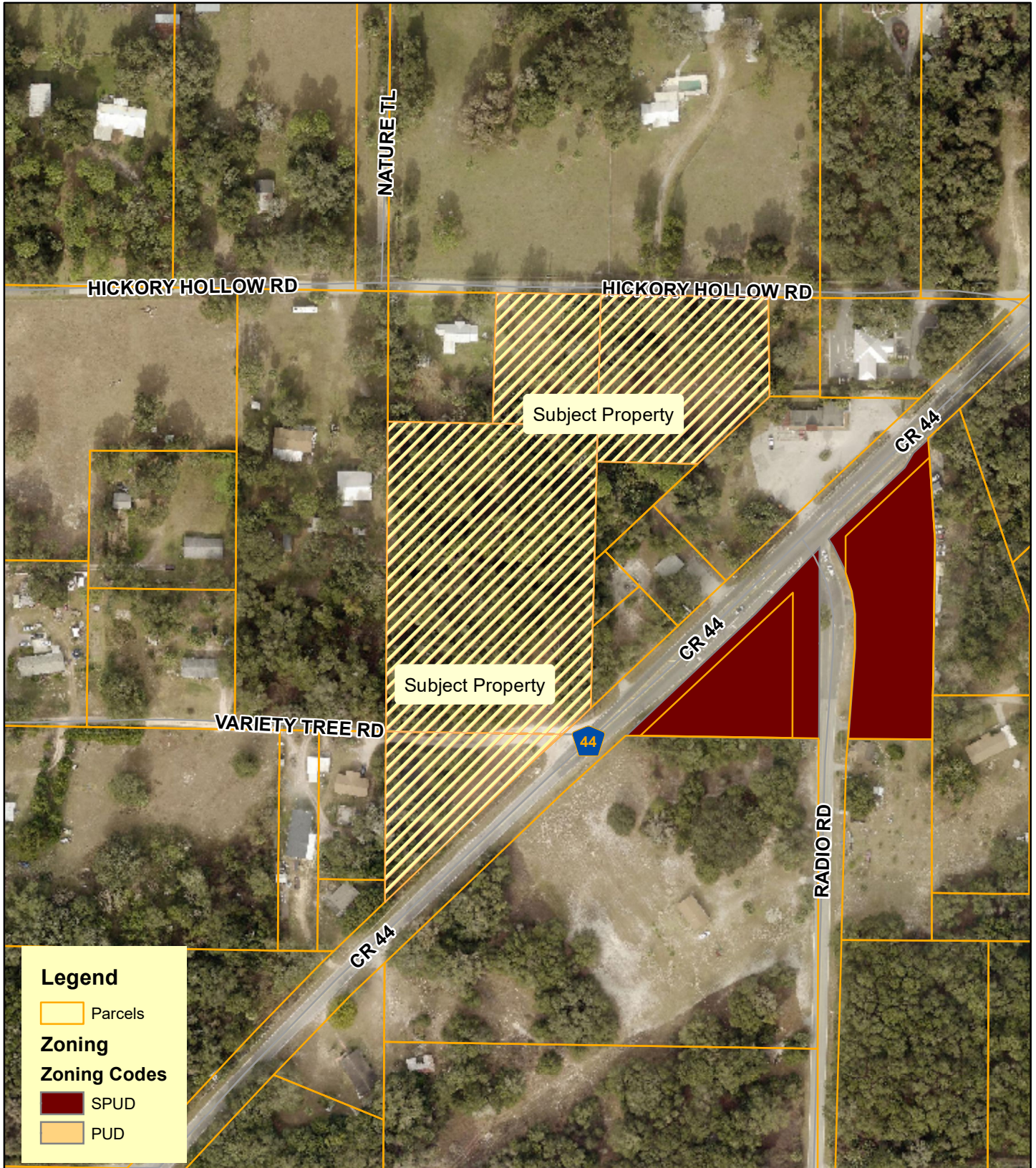


**Planning
& Zoning
Division**

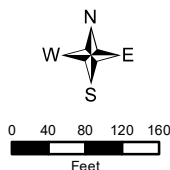


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Zoning

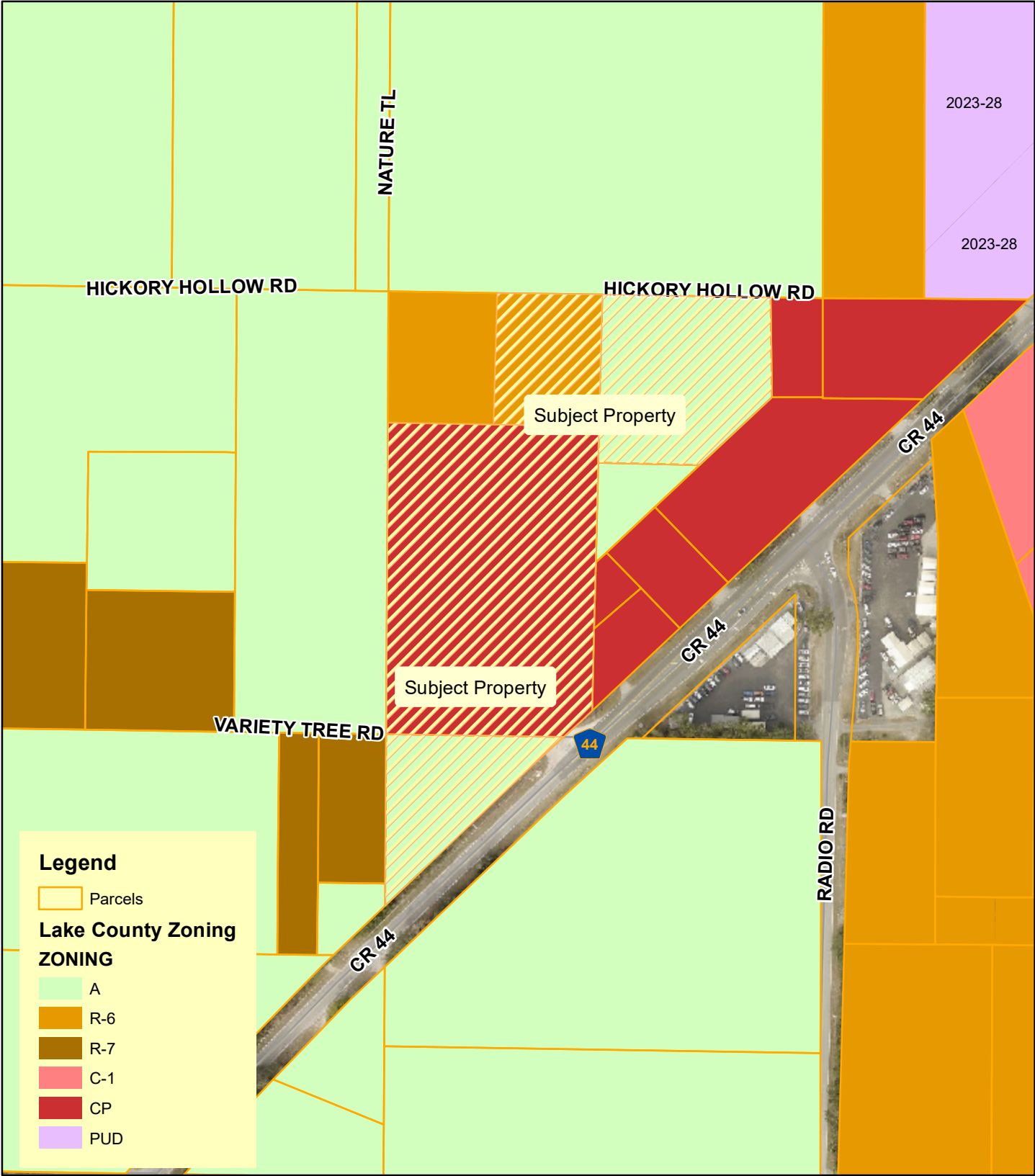


**Planning
& Zoning
Division**

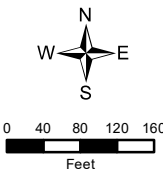


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Lake County Zoning



**Planning
& Zoning
Division**

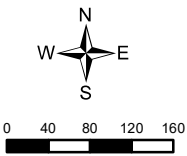


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Proposed Zoning



**Planning
& Zoning
Division**

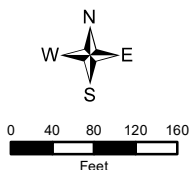


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

Surrounding Land Use



**Planning
& Zoning
Division**

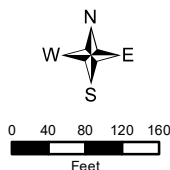


Wayne Storage
 ANN-24-338, SSCP-24-339, SPUD-24-340
 AK#s 2537001, 1177189, 1177189, 3701232
 Section 03, Township 19, Range 25 East
 November 6, 2024

Wetlands & Flood Zone



**Planning
& Zoning
Division**



Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

GENERAL LOCATION: Northwest of County Road 44 and south of Hickory Hollow Rd

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Urban Low Density, Regional Commercial
East – Lake County Rural Transition; City of Leesburg General Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District), A (Agriculture), and CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-6 (Urban Residential District)
South – Lake County A (Agriculture), CP (Planned Commercial)
East – Lake County A (Agriculture); CP (Planned Commercial), City of Leesburg SPUD (Small Planned Unit Development)
West – Lake County A (Agriculture), R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Single Family
South – Vacant Residential, Vacant Gov't Municipal, Vacant Residential, Manufactured Home
East – Vacant Commercial, Retail, Vacant Residential, Vacant Gov't Municipal, Auto Sales/Storage
West – Single-Family, Manufactured Home

PROPOSED LAND USE: Self-Storage Facility

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/18/24

FIRE

In reference to Case Number SSCO-24-339; SPUD-24-340

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCO-24-339; SPUD-24-340 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson – 12/12/2024

ELECTRIC

“This is outside of Leesburg Electric Territory. No objections.” Steve Davis 11/25/2024

GAS

“No comment.” Wayne Williams 11/25/2024

GIS

No comments received as of 12/18/24

BUILDING

Wayne Storage – SSCP-24-339, SPUD-24-340

No comments received as of 12/18/24

PUBLIC WORKS

No comments received as of 12/18/24

ADDRESSING

No comments received as of 12/18/24

ECONOMIC DEVELOPMENT

No comments received as of 12/18/24

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/18/24

LAKE COUNTY SCHOOLS

“No comment.” Heather Croney 11/25/2024

PUBLIC RESPONSES

Approval

No comments received as of 12/18/24

Disapproval

The proposed zoning changes affect 2 of the 4 sides of my residential property and would affect 3 of the 4 sides of my property if this request permits Wayne Storage to use the Hickory Hollow Road frontage as part of their commercial business access. I understand that Wayne Structures, LLC has already purchased multiple vacant properties currently with different zoning of R-6 Urban Residential District and Agriculture with the intention of running a storage business. I hope notifying me/reaching out to me this late in the game is with good intention and just not a rubber stamp on some approval process they may have already been promised the outcome.

I would like to first request whoever is making decisions regarding this requested change, **to first physically visit my property** and put their own eyes on what is there now (satellite photos will not do it justice) and see how this proposal will affect my beautiful home/investment, views, setting and future residential home value. It is currently zoned residential and agricultural across the street there on Hickory Hollow. I imagine this proposal will become a widespread view of abandoned boats and RV's parked there to rot as I see at every commercial storage business. Please see the 2 photos below/attached. These were taken this morning as an example.

- My property is residential and is on a ground well for its water source. Has the EPA completed a study yet regarding the impact on how these abandoned RV's and Boats both leaking oil and gasoline into the soil will negatively affect my drinking water?

- Hickory Hollow Road is currently not maintained by the City of Leesburg or Lake County; it is currently privately maintained as the width of the road was created by donated land from my lot and others along that road to provide residential easement access to the residential neighborhood at the end of the street. Hickory Hollow Rd is not built for commercial use; it is barely getting by for residential use with its sub-standard narrow width and short life asphalt makeup.
- If this proposal somehow makes it through the approval process, the only way it won't significantly negatively affect the future resale value of my single-family home and property is if the proposed plan incorporates all required protected greenspace and existing trees or newly planted trees to run in a significant width/depth from property line along both bordering property lines of my residential lot. That would allow me to continue to view greenspace and trees rather than abandoned Boats and RV's for the rest of time. Again, see below/attached photos of poorly planned storage. I would also appreciate the consideration/requirement of a 10-foot high solid wall at the edge of where their usable storage space would begin to help with both my affected view, added commercial noise pollution, and for the security of both their buildings, stored assets and my asset.

Please acknowledge receipt of this letter/email.

Sincerely,

Steve Clark

[9844 Hickory Hollow Road, Leesburg, FL 34788](#)

Steve Clark

Charles Rutenberg Realty

Residential and Investment

407-803-2239



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: December 19, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-24-340

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning, as conditioned in the SPUD agreement, is compatible with the current surrounding zoning districts, including Lake County A (Agriculture), R-6 (Urban Residential District), CP (Planned Commercial), R-7 (Mixed Residential District) and City of Leesburg SPUD (Small Planned Unit Development).
2. The proposed request for the Future Land Use designation of General Commercial, is compatible with the proposed zoning of SPUD (Small Planned Unit Development).
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to *approve* the proposed rezoning from Lake County R-6 (Urban Residential District) A (Agriculture) and CP (Planned Commercial) to City SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

WAYNE STORAGE
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
December 19, 2024

This Planned Unit Development Agreement for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Cimmino Development LLC, 4300 W Prince Blvd, North Port, FL 34286** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed self-storage facility on approximately 6.52 +/- acres generally located west of northwest of County Road 44 and south of Hickory Hollow Road, on a site within the City of Leesburg ISBA in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Cimmino Development LLC, 4300 W Prince Blvd, North Port, FL 34286** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 6.52 +/- acres, shall be used for self-storage facility substantially consistent with the **Conceptual Plan, Exhibit C, and Example Facades, Exhibit D**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Indoor Self-Storage Facility
2. Outdoor Self-Storage Facility (Boat, RV)
3. One (1) onsite apartment for management/security use.

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. **DEVELOPMENT STANDARDS**

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 25-feet
2. Side: 20-feet
3. Rear: 25-feet
4. Perimeter property boundary: See Section 9, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed three (3) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to

water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

- H. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

A. Site Access

- 1. Access to the site shall be provided by a minimum of two (2) gated access points from Hickory Hollow Road and Variety Tree Road (off of County Road 44), as shown on **Exhibit C, Conceptual Site Plan**, attached hereto. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation, and the Development Review process.

B. Internal Circulation

- 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.

C. Pedestrian Access

- 1. Sidewalks shall be installed per City of Leesburg codes and specifications.
- 2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

A. General

- 1. The permittee shall have off-street parking spaces within the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
- 2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

7. ARCHITECTURAL STANDARDS

- A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.
- B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

- C. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.
- D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The office structure shall be subject to Section 25-360 City of Leesburg Code of Ordinances.

8. **SIGNAGE**

- A. Ground signs
 - 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 - 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 - 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

9. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

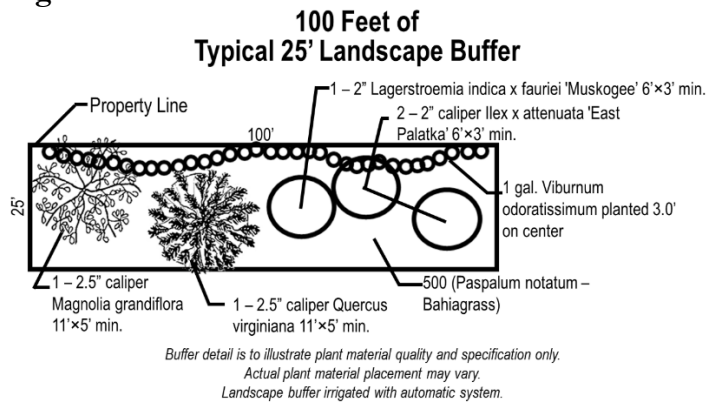
- A. Open space may consist of buffers, wetlands, and retention areas.
- B. Required Perimeter Landscape Buffers:
 - 1. North – 15’
 - 2. South – 15’
 - 3. East – 15’
 - 4. West – 15’
- C. Landscape buffers are to consist of natural existing landscaping where possible.
- D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), attached hereto, and City of Leesburg landscape code requirements.
- E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.
- F. Commercial uses must buffer residential uses, an opaque screen (wall or fence) is required on the subject property to conceal the development from the adjacent residential property, at a minimum of six (6) feet, and no more than eight (8) feet in height. No such wall or fence shall be required in the front yard of the subject property adjacent to State Road No. 44. A fence must be installed on the southern

property line and on the west side of the development area of the property outside of the wetlands.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg.

Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
 4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
 5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

12. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a property owner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the

100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

13. TRANSPORTATION IMPROVEMENTS

A. Traffic/Transportation Study

- 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

- 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
- 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

- 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to State Road No. 44.
- 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

- 1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

14. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

16. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

17. REVERSION

- A. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

19. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - A. Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
 - C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
 - D. Commitment of Capacity
 - 1. There are no previous commitments of any existing or planned excess capacity for this property.
 - E. Ability to Provide Services
 - 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

Parcel 1:

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesterly of the Northwesterly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesterly right of way of Highway No. 44, said point hereby designated as Point "A"; return to the point of beginning, and run North 89°56'26" East, 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesterly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

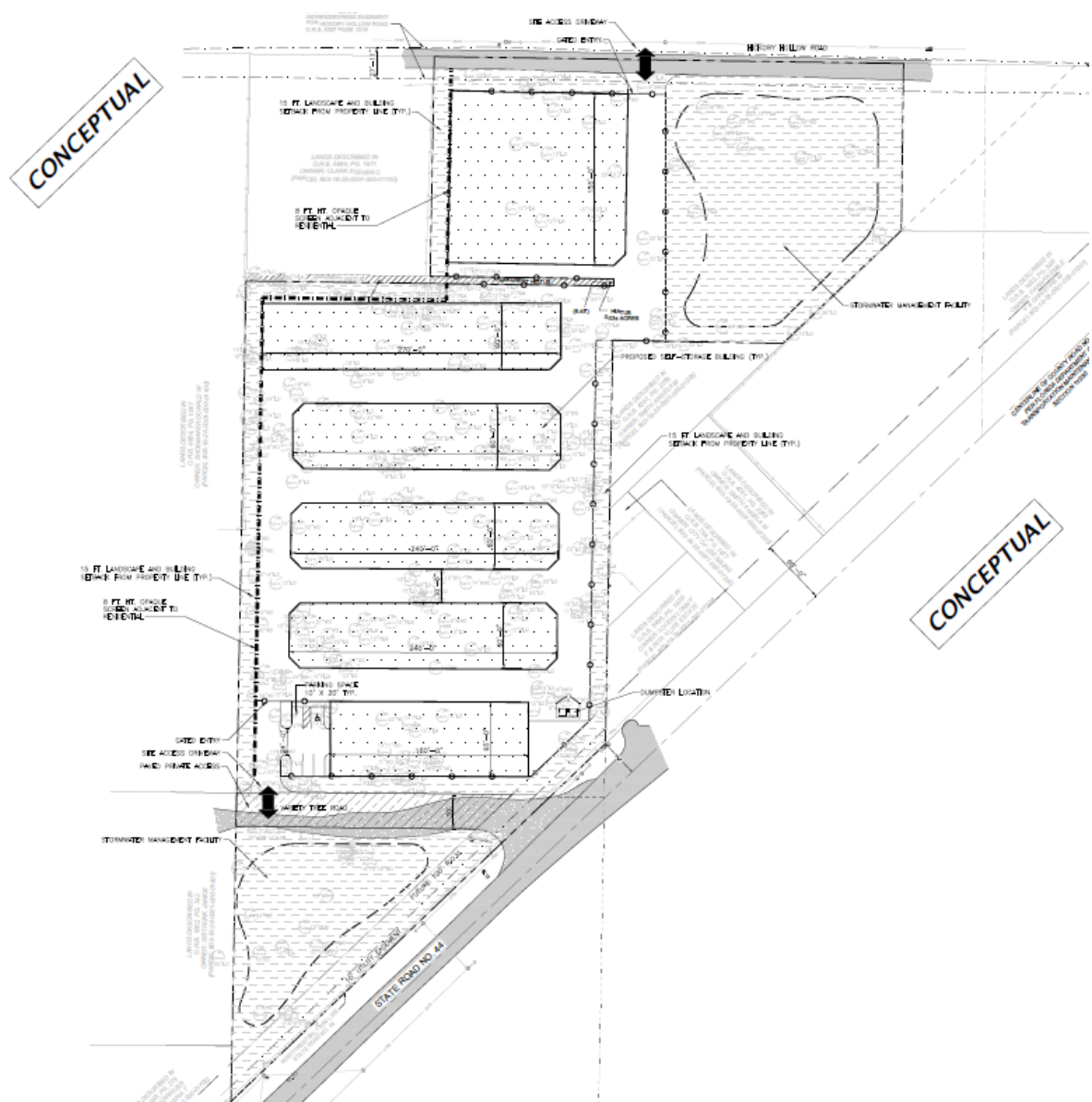
LESS AND EXCEPT:

A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.



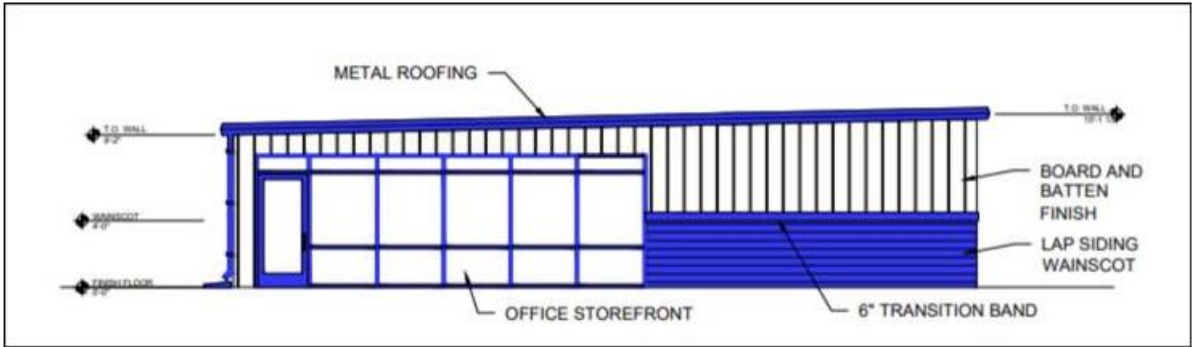


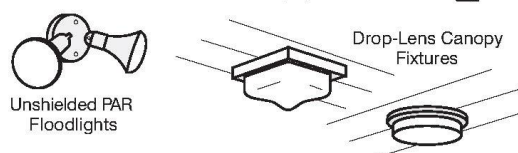
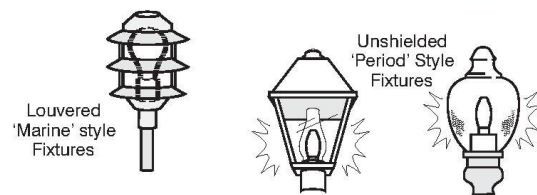
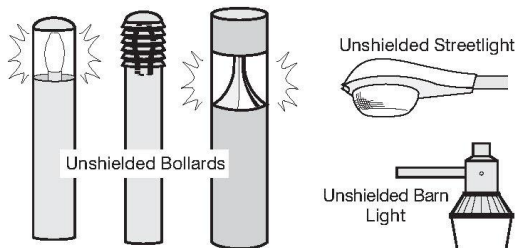
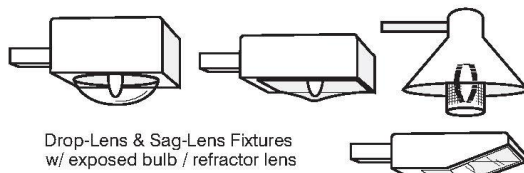
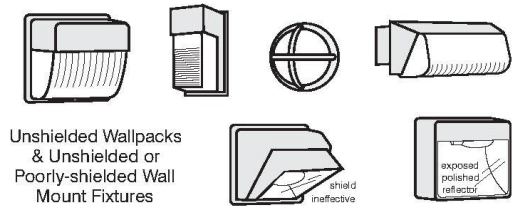
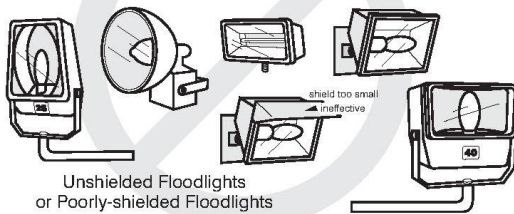
EXHIBIT E

DARK SKY LIGHTING (Acceptable designs)

Examples of Acceptable / Unacceptable Lighting Fixtures

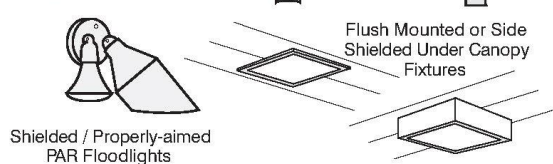
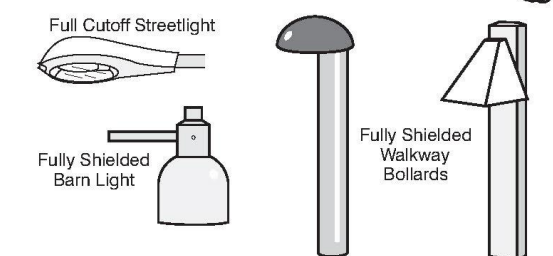
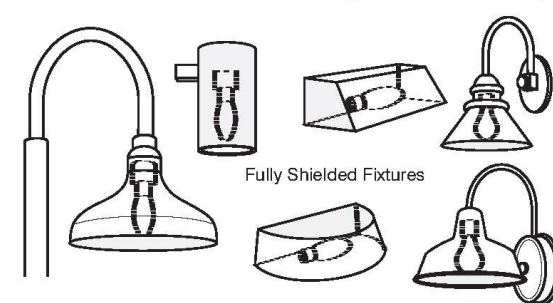
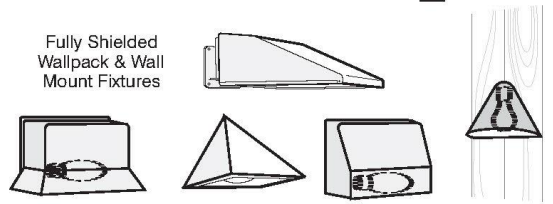
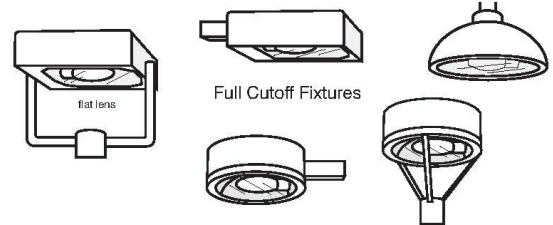
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: February 10, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An ordinance of the City of Leesburg, Florida, rezoning approximately 4.87+/- acres from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) for a property generally located west of Lee Street, north of Herndon Street, East of Perkins Street, and south of West Line Street, as legally described in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.
(Lee School 2025 SPUD)

Staff Recommendation:

Staff recommends approval of the request to rezone the former Lee School from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development) with revised conditions.

Analysis:

The Lee School property consists of 5 +/- acres generally located north of Herndon Street, south of West Line Street, east of Perkins Street and west of Line Street. The developer is requesting a rezoning to allow for the development of a 102 unit multifamily complex.

Lee School was retired from school use in the early 2000s. In 2015, the property was sold by the school board to an investor who rezoned the property next year, under ordinance 16-01. This zoning allowed assisted and independent living, memory care, and medical offices. In 2018, the property was sold to another investor, who rezoned the property in 2021 under Ordinance 21-19, which allowed 49 townhouses and 14 apartments. Since being abandoned as a school and sold, and despite significant efforts, no investors were found to be interested in development of the properties under either zoning district. With that in mind, in 2024, the Leesburg Historic Preservation Board did vote to allow the buildings to be demolished.

At the January 27, 2025, meeting, the City Commission did vote to approve the proposed expansion of the Downtown Mixed Use Future Land Use category. This action significantly expanded the current Downtown Mixed Use area from its current boundaries to include areas northward to the Leesburg Wildwood Trail, eastward along Pine Street and portions of Rambo Street to the hospital, then southward to Dixie Avenue and westward to include this site. The purpose of this expansion is to help create investment opportunities for the areas in and adjacent to downtown.

This rezoning, as presented, will provide 102 residential units, with two access points, significant green space, along with adequate parking, buffering, fencing and recreation opportunities for residents. In addition, this action will create an economic benefit for people to live and work in downtown Leesburg. Currently, the development team is working with Beacon College to potentially secure a significant number of units for student housing.

The Planning Commission held a public hearing on the application on January 23, 2025, and recommended **approval** by a vote of 5-2. The Planning Commission's recommendation of approval included a motion to limit the structure height from the requested four (4) floors to three (3) floors.

Procurement Analysis:

N/A

Options:

1. Approve the request to rezone the Lee School site from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development), or
2. Other action the Commission may choose.

Fiscal Impact:

Staff anticipates a positive fiscal impact for the city, from ad valorem taxes, impact fees and utility charges, as well as additional economic activity for downtown Leesburg, as a result of this project.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 4.87+/- ACRES FROM SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED WEST OF LEE STREET, NORTH OF HERNDON STREET, EAST OF PERKINS STREET, AND SOUTH OF WEST LINE STREET, AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.
(LEE SCHOOL 2025 SPUD)**

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

Section 1.

Based upon the petition of Michael J. Rankin, Land Planning Group, Mt. Dora Florida, the Petitioner, on behalf of Prospera Senior Living, LLC, 112 Northeast 12th Street, Ocala, Florida, 34470, the owner of the property hereinafter described, which has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from SPUD (Small Planned Unit Development) to SPUD (Small Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

EXHIBIT A

All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000

Current Lake County Alternate Key 1263671

LEE STREET VILLAGE
SPUD (SMALL PLANNED UNIT DEVELOPMENT) AGREEMENT
PLANNED DEVELOPMENT CONDITIONS
January 23, 2025

These Planned Development Conditions for an SPUD (Small Planned Unit Development) zoning District are granted by the City of Leesburg Planning Commission, Lake **County, Florida to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC)** "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting an SPUD (Small Planned Unit Development) zoning district to allow a residential use project consisting of 102 multifamily units on an approximately five (5) +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The project proposes to re-develop the original Lee School property bounded by Lee Street on the east, Perkins Street on the west, West Line Street on the north, and Herndon Street on the south.

1. PERMISSION

Permission is hereby granted to Barry Mansfield, Cullison-Wright Development (Prospera Senior Living, LLC) to operate, and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the west side of Lee Street, south of West Line Street, east of Perkins Street and north of Herndon Street. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit B

3. LAND USES

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards. Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan.

A. Permitted Uses

1. Multi-family uses (The project proposes a maximum of: 102 multi-family units.)

B. Accessory Uses

1. Accessory Uses shall be as follows: recreational, park and open space uses.

C. Prohibited Uses shall be as follows:

1. All uses not permitted by this SPUD (Small Planned Unit Development)
2. Other related uses may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning

requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

4. **SITE ACCESS**

- A. Access to the property shall be from Lee Street on the east and Herndon Street on the south. Any additional access points shall be subject to the City of Leesburg site plan application review process, including permitting and or review as required by Lake Sumter MPO, FDOT, Lake County and the City of Leesburg.

5. **HISTORIC DISTRICT AND DESIGN REQUIREMENTS**

- A. The following requirements shall take effect upon approval of this Small Planned Unit Conditions document by the City Commission.
1. All construction taking place on the site shall maintain the general historic character of the area, and be constructed in harmony with the Leesburg Historic District requirements of Chapter 30, City of Leesburg, Code of Ordinances.
 2. All construction on the property shall, where possible, preserve or enhance the historic design, features and character of the general area.
 3. Unique design features or variations meeting the intent of this section may be approved at the discretion of the Leesburg Historic Preservation Board.
 4. In recognition of the historic Lee School, a fenced park area, which creates a "Memorial Park" shall be required. This park shall utilize and feature the existing cornerstone of the south building, the two (2) historic memorial plaques currently located on the east side of the south building, and the memorial marker located on the southeast corner of the property. This park shall be in addition to the requirements of *Section 6. A.5. Playground Area/Memorial*, of this document.
 5. All buildings on the property shall have a common architectural theme for each phase, and the side of the buildings which face residential areas or streets shall be finished in the same materials as used in the front of the buildings.
 6. Mechanical units and roof equipment should be screened from view with parapet or other screening methods so that it is no seen from the public right of way and the adjacent properties.

6. **DEVELOPMENT STANDARDS**

- A. Minimum development standards shall be as required by these conditions. For any standard, requirement or code not covered herein, the standard not covered shall default to the City of Leesburg Code of ordinances, as amended. Any inconsistencies between the Conceptual Site Plan and this document shall be resolved in favor of this document.

1. **Setbacks**

- a. Front- 50 feet
- b. Side- 50 feet
- c. Rear – 50 feet

2. **Building Height**

- a. Maximum Four stories/55 feet,

3. **Spacing**

- a. Minimum spacing between buildings shall be 30 feet

4. Impervious Coverage

The Impervious surface coverage for this site shall not exceed sixty-five (65) percent of the gross site area.

5. Open Space

A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Open space may consist of buffers, wetlands and retention areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

6. Playground Area/Memorial

- a. The overall site design shall include property dedicated to playground/exercise area(s) consisting of not less than 10,000 total square feet, which shall contain a children's playground, swimming pool and dog park plus a general amenities area, including items such as exercise equipment, BBQ grills, pavilions, etc.
- b. A memorial dedicated to the Lee School Building shall be constructed using the items outlined under Section 3 herein, and as seen in the attached Exhibit E.

7. Crosswalk/Speed Table

- a. Subject to approval by the Public Works Department, the applicant shall provide 1) crosswalk striping at the northeast corner of the property, and 2) a speed table which crosses Lee Street, to be located approximately equidistant between West Line Street and Herndon street. Both of these improvements shall be constructed prior to issuance of the Certificate of Occupancy, and are shown on the attached Conceptual Site Plan.

8. Dark Sky Lighting

- a. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

- B. Variations to these requirements which meet the intent of this SPUD (Small Planned Unit Development) zoning and the Leesburg Historic District requirements may be reviewed and adjusted by the Planning and Zoning Director in consultation with the City Manager.

7. **PARKING/SIGNAGE**

- A. The permittee shall have off-street parking spaces within the property per the conceptual site plan, this document, and pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces. The location and design of the proposed parking area will be reviewed during the site plan review process to provide adequate parking per City of Leesburg Code of Ordinance requirements for each use. Specifically, parking shall be required per the following rate:
 1. 1 bedroom 1.5 spaces per unit,
 2. 2 bedrooms 1.75 spaces per unit,
 3. 3 bedrooms 2 spaces per unit (*COL Code requires 1.5 for 1 & 2 BR, 2 for 3BR*)
 4. Parking spaces dimensions shall be a minimum of 9.5 x 18 feet.

- B. All ground signage will consist of decorative entry features of concrete or brick construction, architecturally compatible with the construction style of the building(s), no greater than five (5) feet in height, and otherwise consistent with the requirements of the sign regulations of the City of Leesburg. Wall signs shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg code of Ordinances, as amended.

8. WETLANDS

- A. Should wetlands exist on the site; the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

9. DRAINAGE AND UTILITIES

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - 1. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 - 2. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

10. TRANSPORTATION

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Site Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall be provided by a minimum of two access points; one to the east on Lee Street, and one to the south on Herndon Street. Actual number, location and design of the access points shall be consistent with the site plan as determined during the Site Plan Review process.
- C. The Permittee shall provide all necessary improvements/signalization or other improvements adjacent to the development as required by the Lake-Sumter MPO, FDOT, Lake County and City of Leesburg.
- D. The Permittee shall be responsible for obtaining all necessary FDOT, Lake County and City of Leesburg permits and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.
- E. A traffic/transportation analysis shall be submitted prior to preliminary site plan approval for review and determination of any necessary access improvements. Said improvements will be the responsibility of the Permittee.

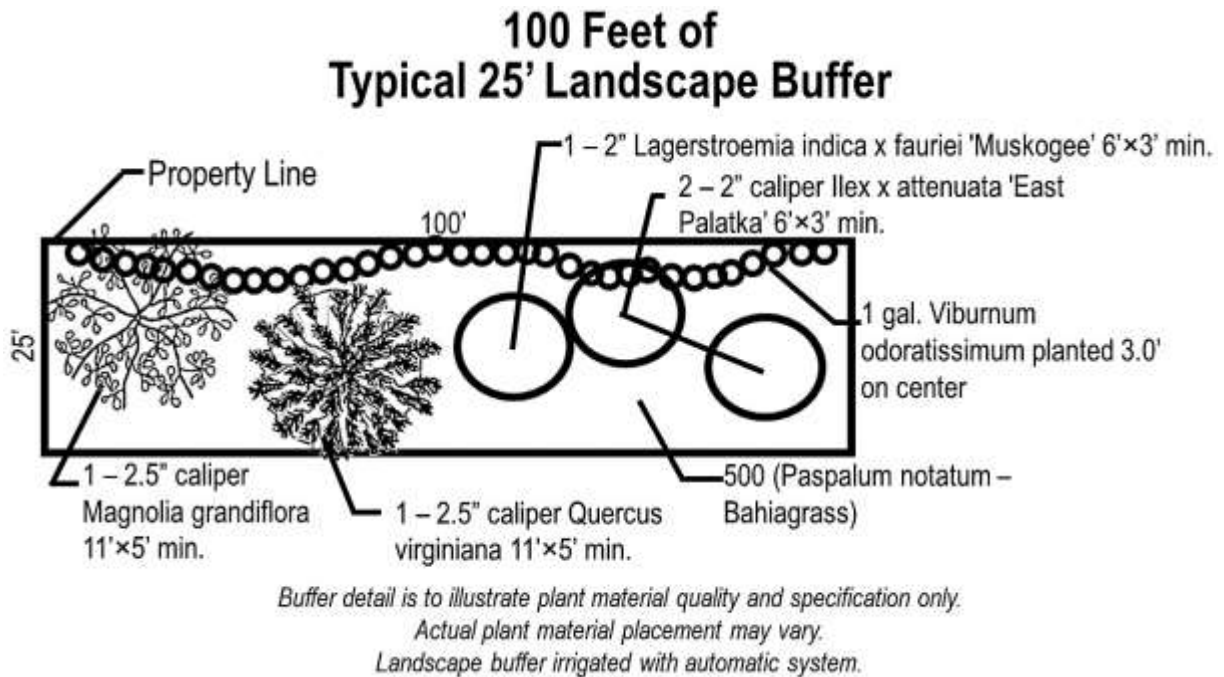
11. **LANDSCAPING, BUFFER & FENCING REQUIREMENTS**

- A. A minimum twenty-five-foot (25) foot wide vegetative buffer shall be required along exterior boundaries of the development. The buffer shall retain existing healthy trees, shrubs and ground cover and shall include additional plantings where needed as provided in Section B. below.
- B. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances except as provided under these conditions:
1. For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the Land Development Code as seen in Figure A below.
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 2. Thirty (30) shrubs
 3. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 4. Existing vegetation in the required buffer shall be protected during construction.
 5. Existing vegetation in the required buffer shall be protected during any construction.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- C. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg, Code of Ordinances. The use of St Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- D. The exterior of the property shall be bounded by a wrought iron fence, with stone/brick columns. Said fence shall have a minimum height of 30 inches, with a maximum height of 72 inches.
- E. Variations to the landscape, buffer and fencing requirements of this document may be approved by the Planning and Zoning Director as long as the intent of the PUD and the Landscaping Code are maintained.

12. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

13. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with these Small Planned Unit Development Conditions and Conceptual Plan. Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process.

- B. Upon approval of this SPUD by the City Commission, a site development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final, with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the SPUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

14. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions of this document. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Agreement Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

15. LEVELS OF SERVICE

As submitted, the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

A. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City

develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- b. If development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The developer and the City may enter into a pioneering agreement with the developer, if appropriate.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

- 1. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

EXHIBIT B

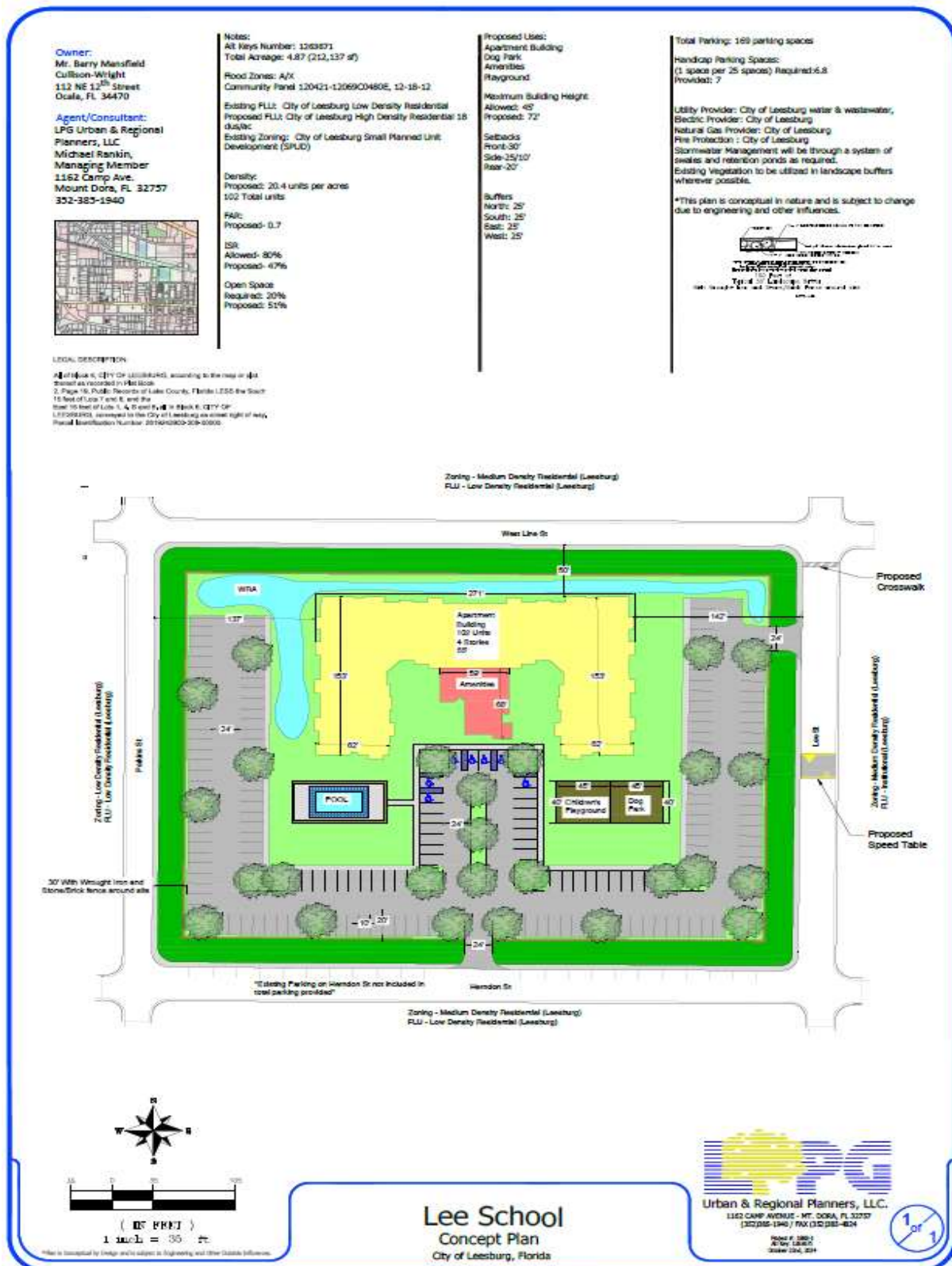
All of Block 6, CITY OF LEESBURG, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, LESS the South 15 feet of Lots 7 and 8, and the East 15 feet of Lots 1, 4, 5 and 8, all in Block 6, CITY OF LEESBURG, conveyed to the City of Leesburg as street right of way.

Parcel Identification Number: 2619243900-006-00000

Current Lake County Alternate Key 1263671

CONCEPTUAL SITE PLAN

EXHIBIT C



Keeping with the style of Lee School

PRIMARY MATERIALS TO BE USED:

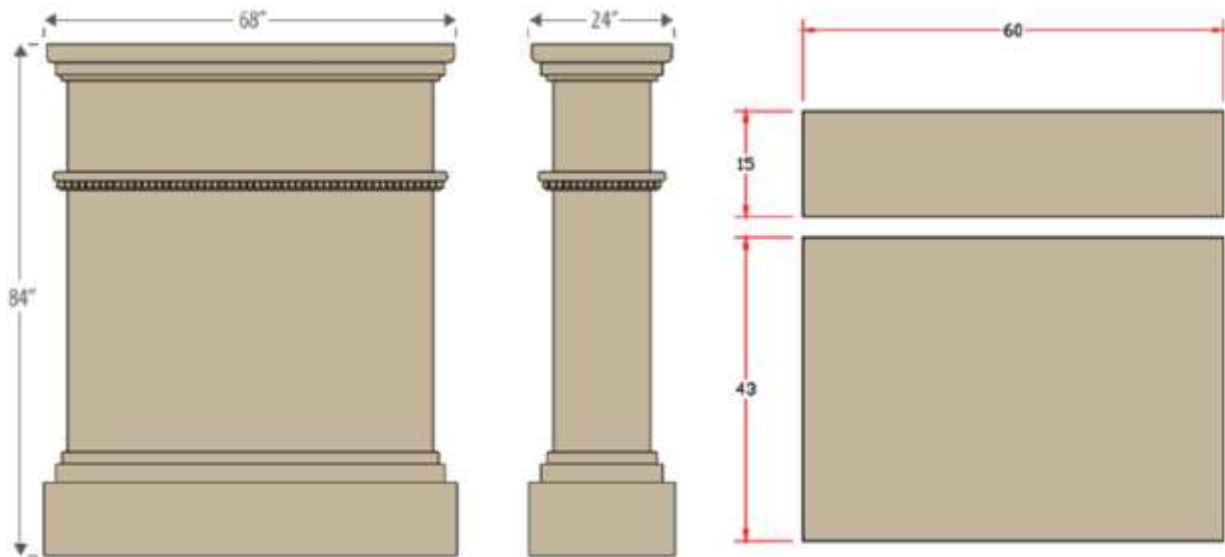
- FOUNDATION- Brick or concrete
- WALLS- Brick with wood siding
- DOORS- Prominent made from wood and Glass
- ORNAMENTATION- Columns made from wood
- ROOF TYPE AND MATERIAL- Hip and gable roof features
- LANDSCAPING- Wrought iron with Brick



EXAMPLES FACADES:









LEE SCHOOL EST. 1915; 1923

VANISHED LEESBURG

Lee School was built in 1915 (South Building) and 1923 (North Building) in the Colonial Revival architectural style by the architect, W.H. Carr. It was originally located on this site at 207 North Lee Street was the first modern educational facility within Leesburg. As the City's oldest educational institution, it was closely tied to its historical development.¹ During the second decade of the twentieth century, economic prosperity prompted the County Board of Public Instruction to build a series of centralized "modern" schools. Students in rural areas were transported to these schools to benefit the improved facilities.¹

The South Building housed all grades until 1918 when the County Board of Public Instruction commissioned the North Building which became the high school. Lee School's population had increased so much that its students were moved to other schools. It served as a grade/elementary school until 1974 when it became known as the Lee Adult Education Center before being sold in 2015.¹



1918 Sanborn Fire Insurance Map for Leesburg, Florida shows Lee School was labeled as "Leesburg High School", but it was also a grammar school.²



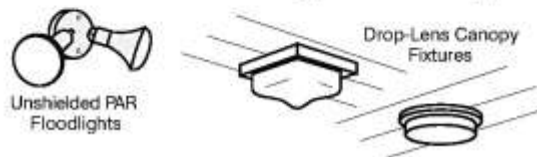
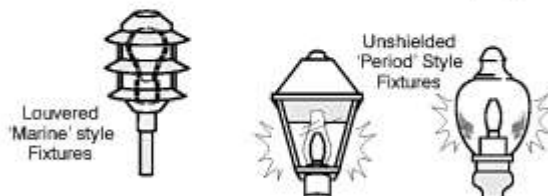
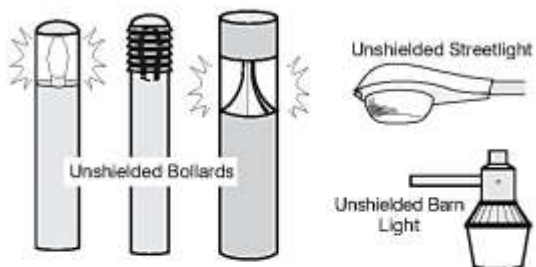
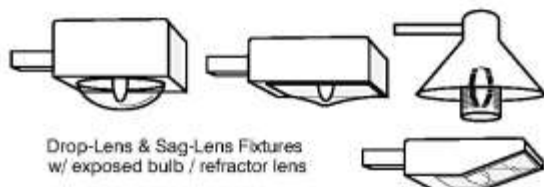
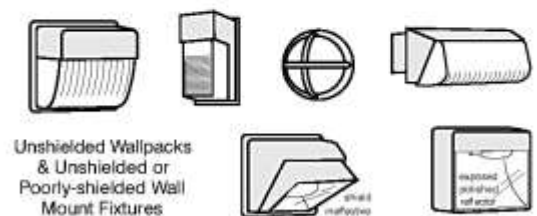
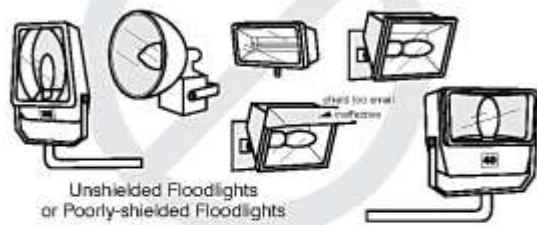
1. National Register of Historic Places Registration Form for Lee School, United States Department of the Interior National Park Service
2. 1918 Leesburg, Florida Sanborn Fire Insurance Map, Library of Congress

PATHWAYS TO HISTORY

Examples of Acceptable / Unacceptable Lighting Fixtures

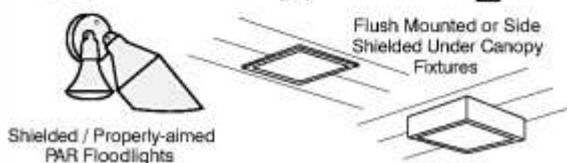
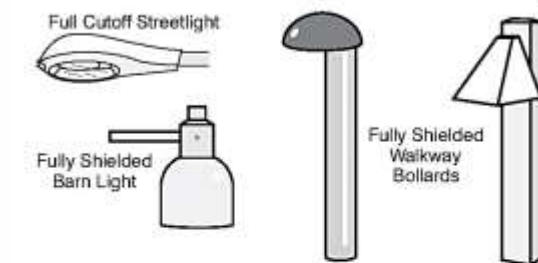
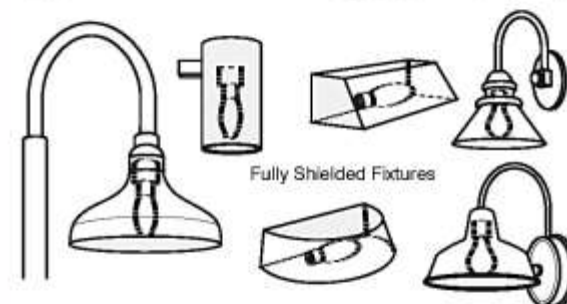
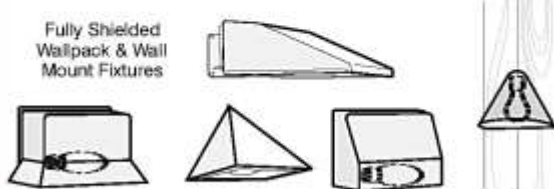
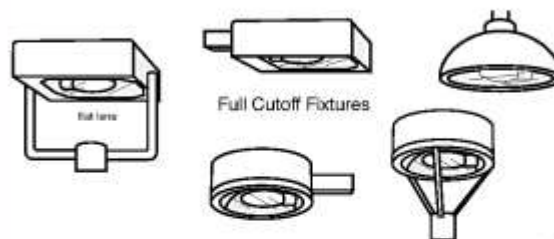
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crain © 2005. Rendered for the Town of Southampton, NY. Used with permission

Owner:

Mr. Barry Mansfield
Cullison-Wright
112 NE 12th Street
Ocala, FL 34470

Agent/Consultant:

LPG Urban & Regional
Planners, LLC
Michael Rankin,
Managing Member
1162 Camp Ave.
Mount Dora, FL 32757
352-385-1940



Notes:

Alt Keys Number: 1263671
Total Acreage: 4.87 (212,137 sf)

Flood Zones: A/X
Community Panel 120421-12069C0480E, 12-18-12

Existing FLU: City of Leesburg Low Density Residential
Proposed FLU: City of Leesburg High Density Residential 18
dus/ac
Existing Zoning: City of Leesburg Small Planned Unit
Development (SPUD)

Density:
Proposed: 20.4 units per acres
102 Total units

FAR:
Proposed- 0.7

ISR
Allowed- 80%
Proposed- 47%

Open Space
Required: 20%
Proposed: 51%

Proposed Uses:

Apartment Building
Dog Park
Amenities
Playground

Maximum Building Height
Allowed: 45'
Proposed: 72'

Setbacks
Front-30'
Side-25/10'
Rear-20'

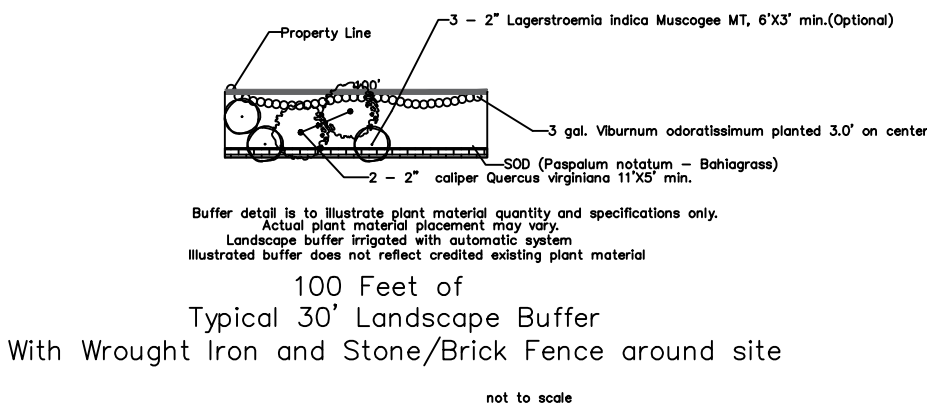
Buffers
North: 25'
South: 25'
East: 25'
West: 25'

Total Parking: 169 parking spaces

Handicap Parking Spaces:
(1 space per 25 spaces) Required:6.8
Provided: 7

Utility Provider: City of Leesburg water & wastewater,
Electric Provider: City of Leesburg
Natural Gas Provider: City of Leesburg
Fire Protection : City of Leesburg
Stormwater Management will be through a system of
swales and retention ponds as required.
Existing Vegetation to be utilized in landscape buffers
wherever possible.

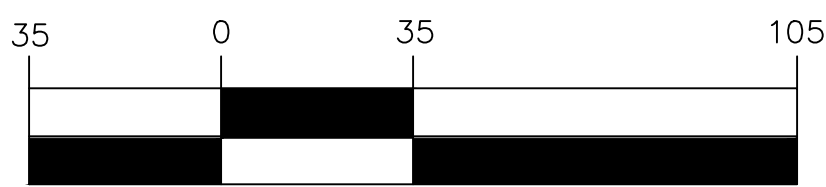
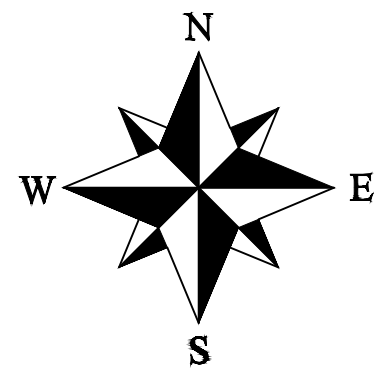
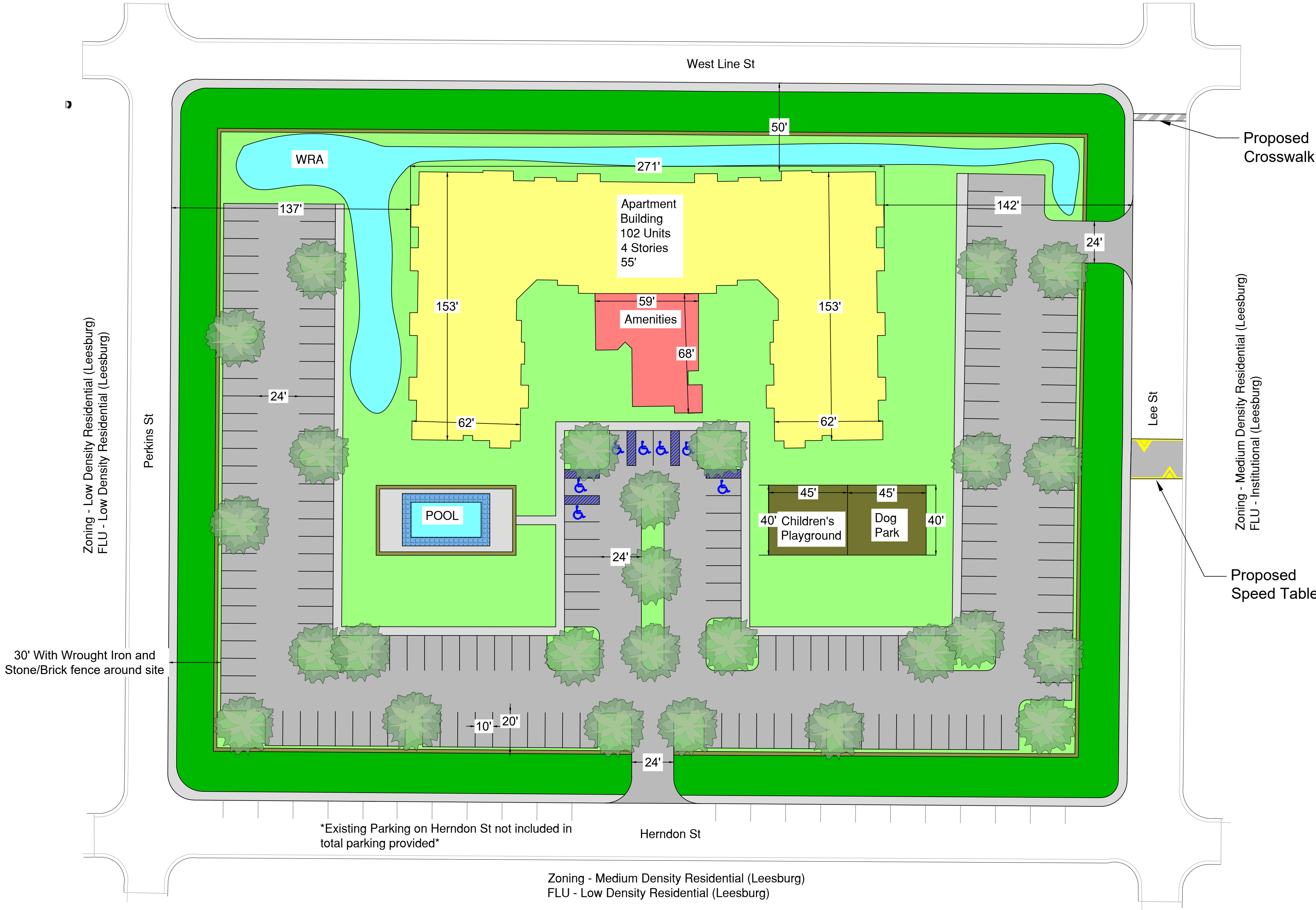
*This plan is conceptual in nature and is subject to change
due to engineering and other influences.



LEGAL DESCRIPTION:

All of Block 6, CITY OF LEESBURG, according to the map or plat
thereof as recorded in Plat Book
2, Page 19, Public Records of Lake County, Florida LESS the South
15 feet of Lots 7 and 8, and the
East 15 feet of Lots 1, 4, S and 8, all in Block 6, CITY OF
LEESBURG, conveyed to the City of Leesburg as street right of way.
Parcel Identification Number: 2619243900-006-00000

Zoning - Medium Density Residential (Leesburg)
FLU - Low Density Residential (Leesburg)

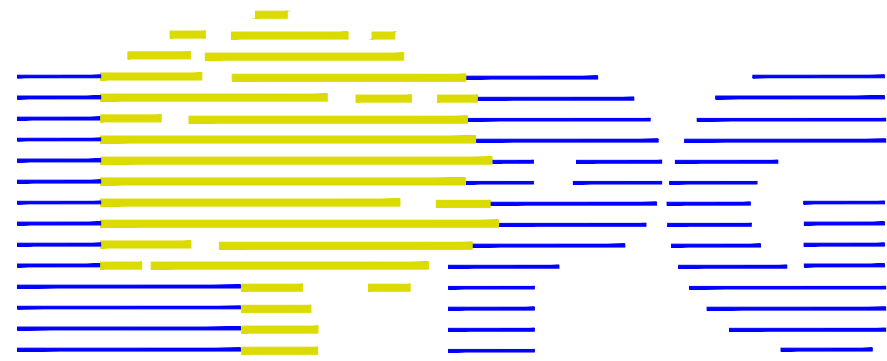


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Lee School

Concept Plan

City of Leesburg, Florida



1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824

Project #: 1883-1
Alt Key: 1263671
October 22nd, 2024

Owner:

Mr. Barry Mansfield
Cullison-Wright
112 NE 12th Street
Ocala, FL 34470

Agent/Consultant:

LPG Urban & Regional
Planners, LLC
Michael Rankin,
Managing Member
1162 Camp Ave.
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Apartment Building
Dog Park
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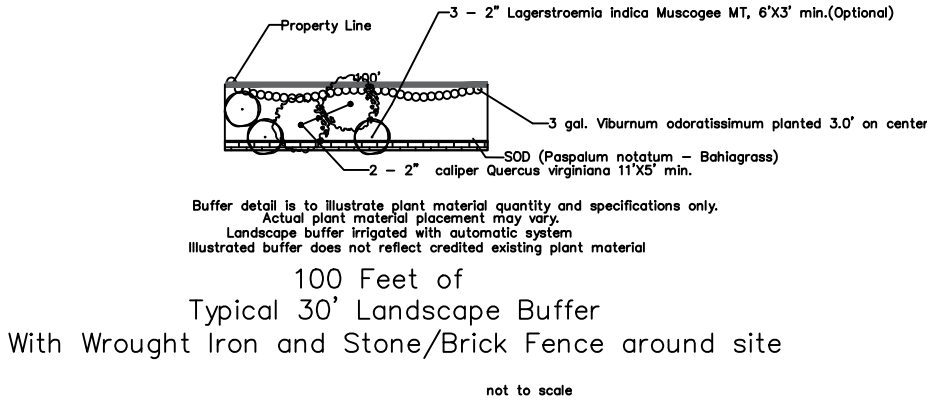
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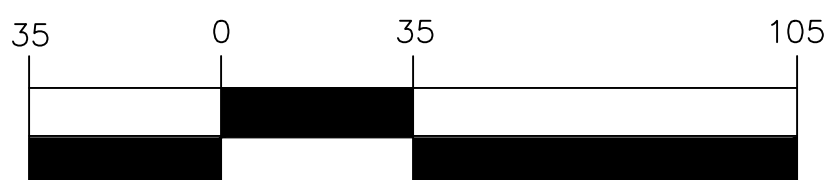
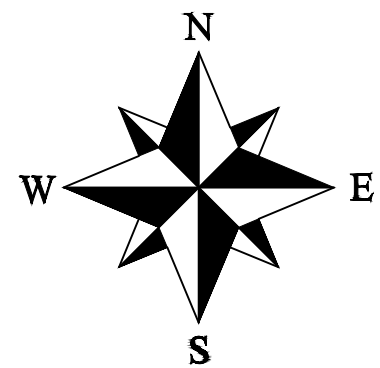
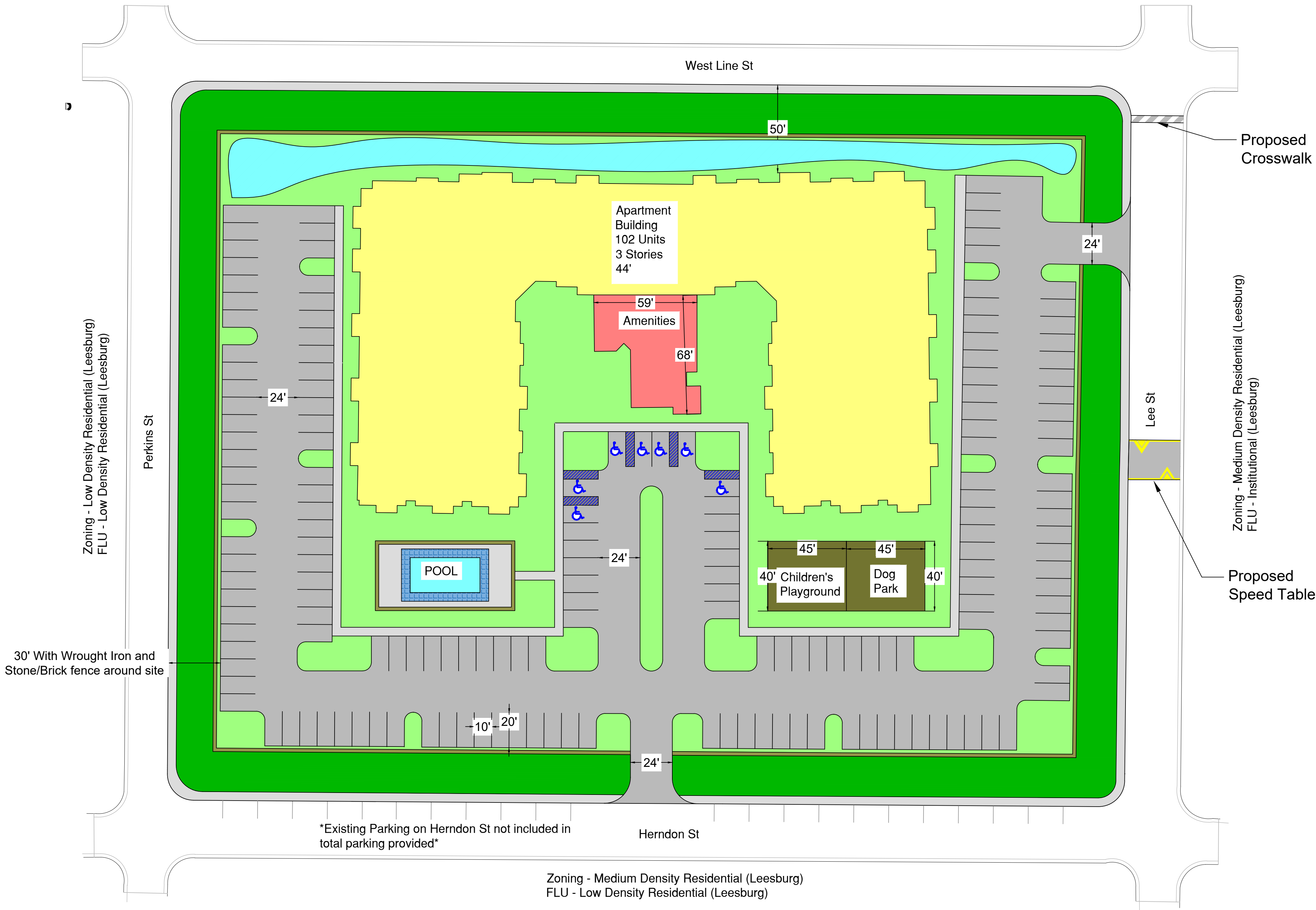
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Parcel Identification Number: 2619243900-006-00000

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FLU - Low Density Residential (Leesburg)



(IN FEET)
1 inch = 35 ft.

*Plan is Conceptual by Design and is subject to Engineering and Other Outside Influences.

Lee School Concept Plan

City of Leesburg, Florida



Urban & Regional Planners, LLC.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824

Project #: 1883-1
Alt Key: 1263671
October 22nd, 2024



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: January 23, 2025
OWNER: Barry Mansfield, Prospera Senior Living LLC
PETITIONER: Michael Rankin, Owner/Managing Member, LPG Urban & Regional Planners, Inc.
PROJECT: Lee School Site Apartments
REQUEST: A Modification to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-24-212

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning, as conditioned, is compatible with the current surrounding City of Leesburg zoning districts of R-1 (Low Density Residential), R-2 (Medium Density Residential), C-2 (Community Commercial), and CBD (Central Business District).
2. This recommendation is subject to approval by City Commission of the proposed expansion of the Downtown Mixed-Use Future Land Use. The Downtown Mixed-Use Future Land Use Expansion Area was approved by Planning Commission on October 24, 2024 and is scheduled to be heard by City Commission for Second Reading (adoption) on January 27, 2025. Florida Commerce completed state review on January 10, 2025 and had no comment on the proposed amendment.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from City of Leesburg SPUD (Small Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: January 23, 2025
OWNER: Barry Mansfield, Prospera Senior Living LLC
PETITIONER: Michael Rankin, Owner/Managing Member, LPG Urban & Regional Planners, Inc.
PROJECT: Lee School Site Apartments
REQUEST: A Modification to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-24-212

GENERAL LOCATION: South of West Line Street and East of Lee Street.

FUTURE LAND USE DESIGNATION: Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Low Density Residential
South – Low Density Residential; General Commercial
East – Institutional (Place of Worship); Low Density Residential; Recreational
West – Low Density Residential; General Commercial; Downtown Mixed

PROPOSED FUTURE LAND USE DESIGNATION: No change requested.

EXISTING ZONING DESIGNATION: SPUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – R-2 (Medium Density Residential)
South – R-2 (Medium Density Residential)
East – R-2 (Medium Density Residential); (P) Public; CBD (Central Business District)
West – R-1 (Low Density Residential); R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Private School (Vacant)

SURROUNDING EXISTING LAND USE:

North – Single Family Residential; Multi-Family Residential; City of Leesburg (recreational trail)
South – Multi-Family Residential; Single Family Residential; Vacant Institutional; Place of Worship
East – Place of Worship; Single Family Residential; Multi-Family Residential
West – Single Family Residential; Vacant Residential; Multi-Family Residential

PROPOSED LAND USE: No change requested.

**CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY**

DATE: January 23, 2025
OWNER: Barry Mansfield, Prospera Senior Living LLC
PETITIONER: Michael Rankin, Owner/Managing Member, LPG Urban & Regional Planners, Inc.
PROJECT: Lee School Site Apartments
REQUEST: A Modification to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-24-212

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments – As of 01/17/2025

FIRE

No comments – As of 01/17/2025

ELECTRIC

Electric has no objections. – Steve Davis 01/06/2025

GAS

No comments – As of 01/17/2025

GIS

GIS has no comments. – Nicholas Tota 01/03/2025

BUILDING

I approve. – Ann Kinsey 01/06/2025

PUBLIC WORKS

Public Works has no issues with this item. – Clifford Kelsey 01/06/2025

ADDRESSING

No comments – As of 01/17/2025

HOUSING & REDEVELOPMENT

No comments – As of 01/17/2025

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch 01/14/2025

LAKE COUNTY SCHOOLS

The Lee School Apartments are subject to school concurrency review.
Proportionate share mitigation may be required at time of submittal.

Please refer the applicant to the school district for more information on the process.

Thanks,

Helen LaValley

01/17/2025

PUBLIC RESPONSES

Approval

No comments – As of 01/17/2025

Disapproval

No comments – As of 01/17/2025

No comment

No comments – As of 01/17/2025

Notice of Appearance filed:

No comments – As of 01/17/2025

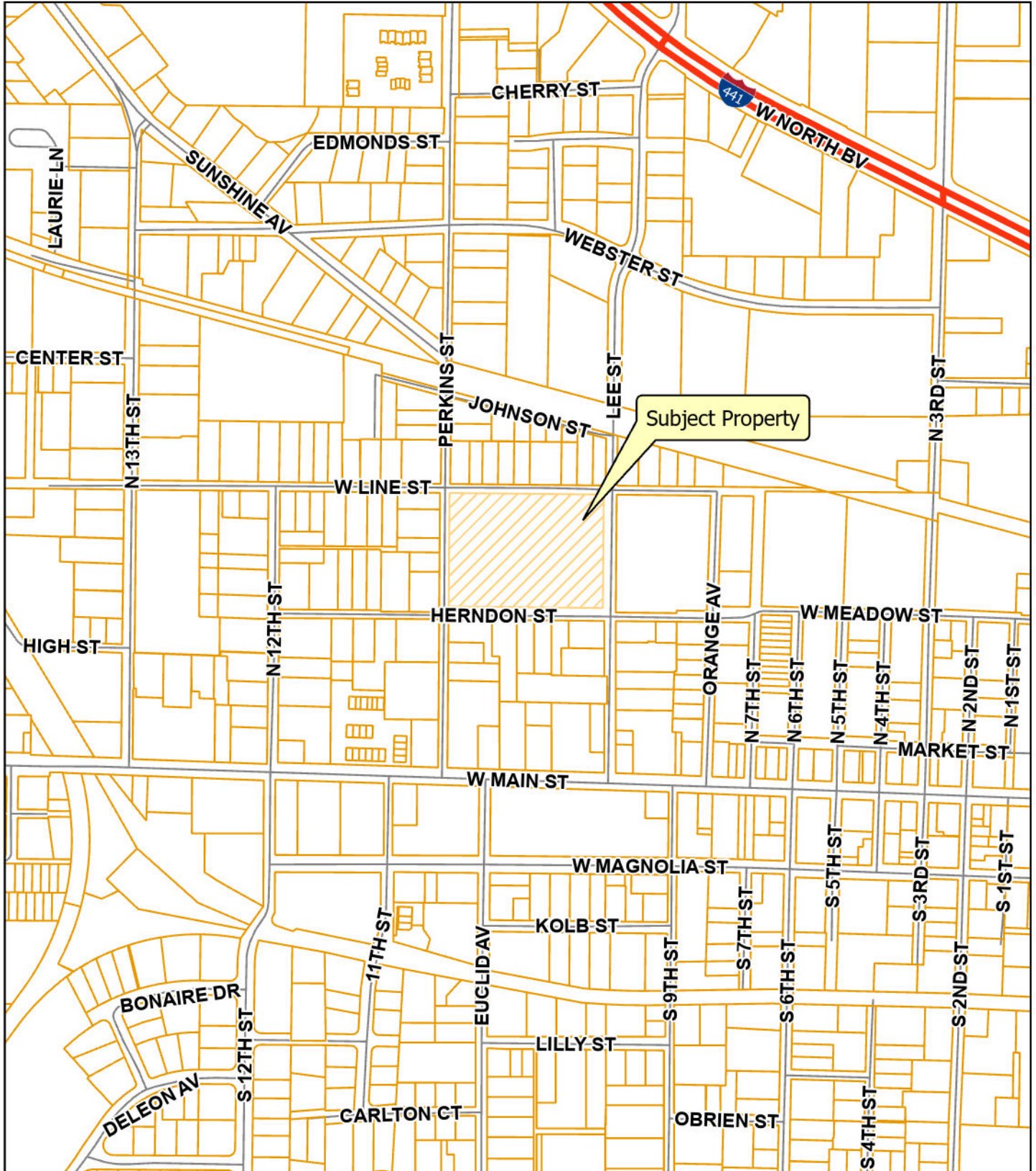
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

No comments – As of 01/17/2025

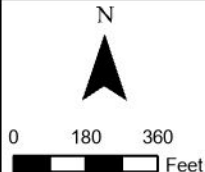
PUBLIC COMMENTS (DISAPPROVAL)

No comments – As of 01/17/2025

Locator



**Planning
& Zoning
Division**



SPUD-24-212 Lee School

207 Lee Street

AK#: 1263671

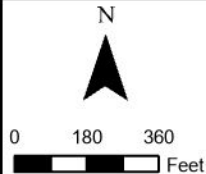
Section 26, Township 19 South, Range 24 East

December 31, 2024

Aerial



**Planning
& Zoning
Division**



SPUD-24-212 Lee School

207 Lee Street

AK#: 1263671

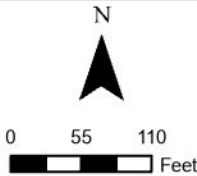
Section 26, Township 19 South, Range 24 East

December 31, 2024

Proposed Zoning



**Planning
& Zoning
Division**

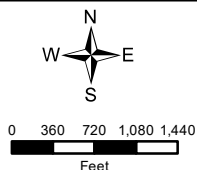


SPUD-24-212 Lee School
207 Lee Street
AK#: 1263671
Section 26, Township 19 South, Range 24 East
December 31, 2024

1 Mile Walk (15-Minutes)



**Planning
& Zoning
Division**

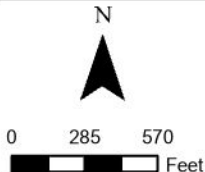


SPUD-24-212 Rezoning
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
October 21, 2024

Extended Locator



Planning
& Zoning
Division



SPUD-24-212 Lee School

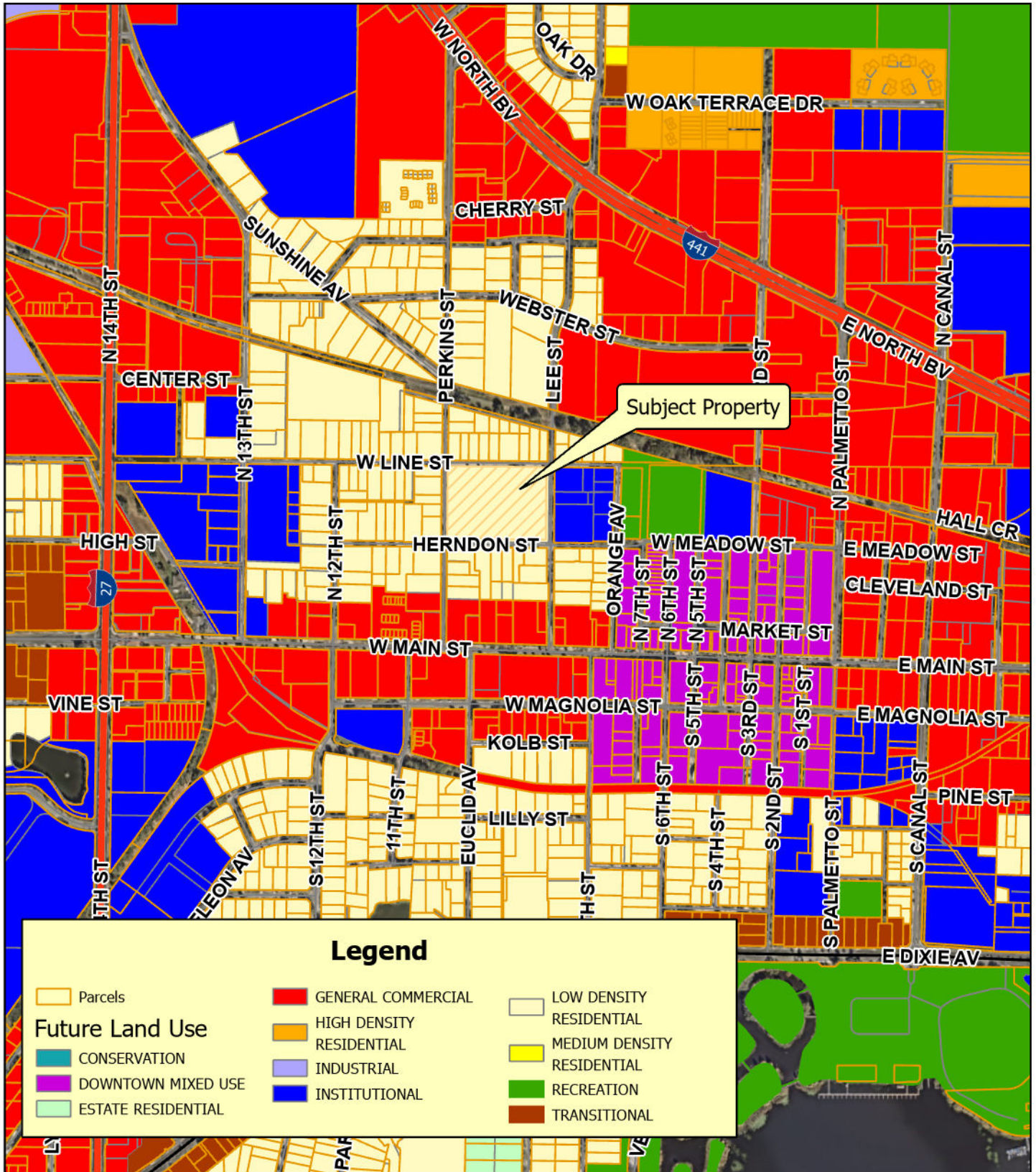
207 Lee Street

AK#: 1263671

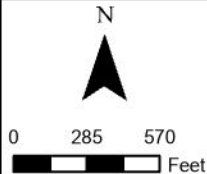
Section 26, Township 19 South, Range 24 East

December 31, 2024

Future Land Use



**Planning
& Zoning
Division**



SPUD-24-212 Lee School

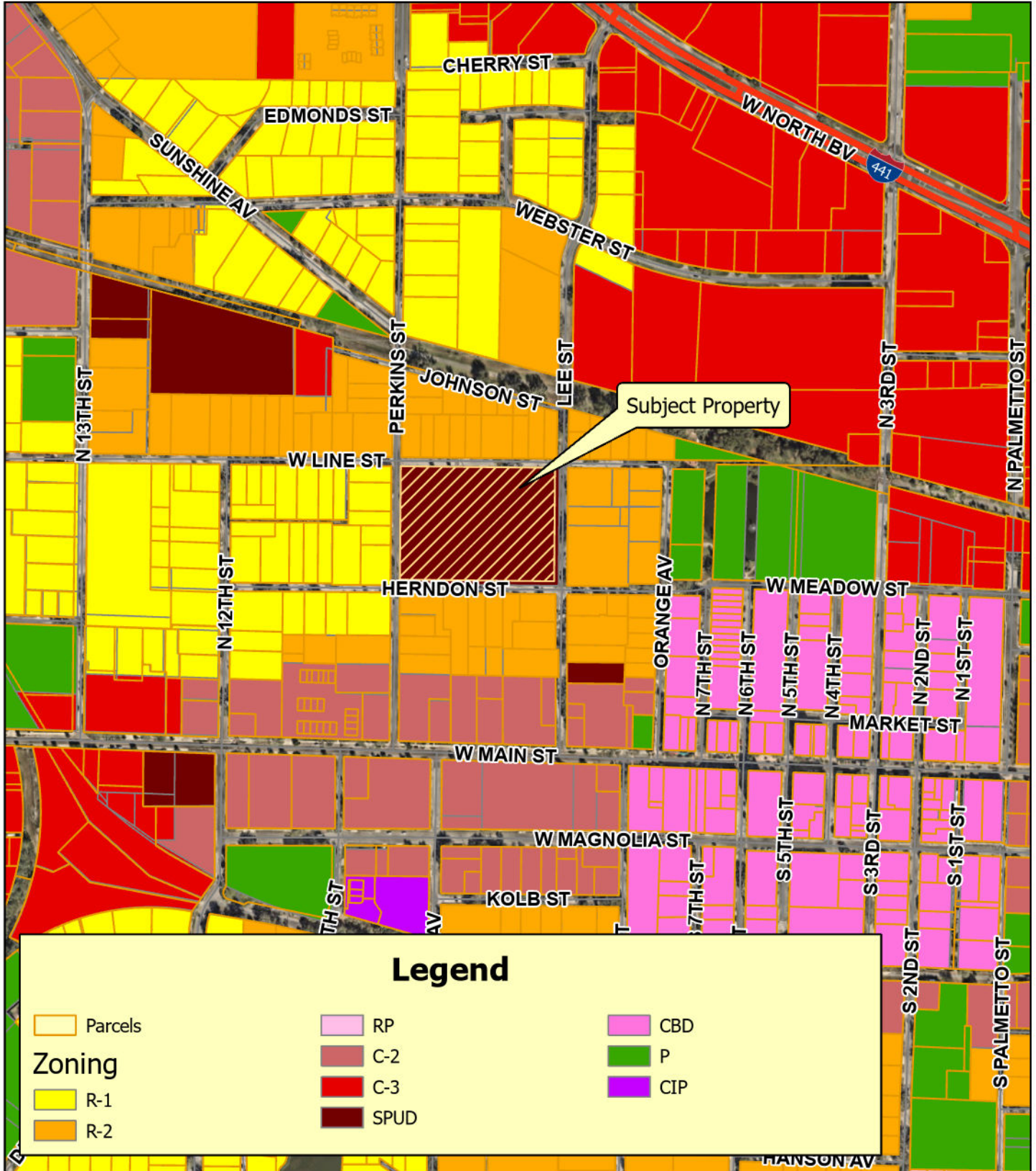
207 Lee Street

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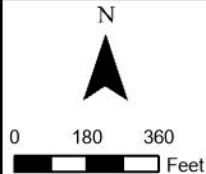
Section 26, Township 19 South, Range 24 East

December 31, 2024

Zoning



**Planning
& Zoning
Division**



SPUD-24-212 Lee School

207 Lee Street

AK#: 1263671

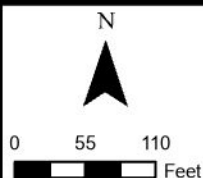
Section 26, Township 19 South, Range 24 East

December 31, 2024

Surrounding Land Uses



Planning & Zoning Division



SPUD-24-212 Lee School

207 Lee Street

AK#: 1263671

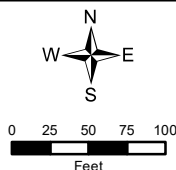
Section 26, Township 19 South, Range 24 East

December 31, 2024

Surrounding Land Uses

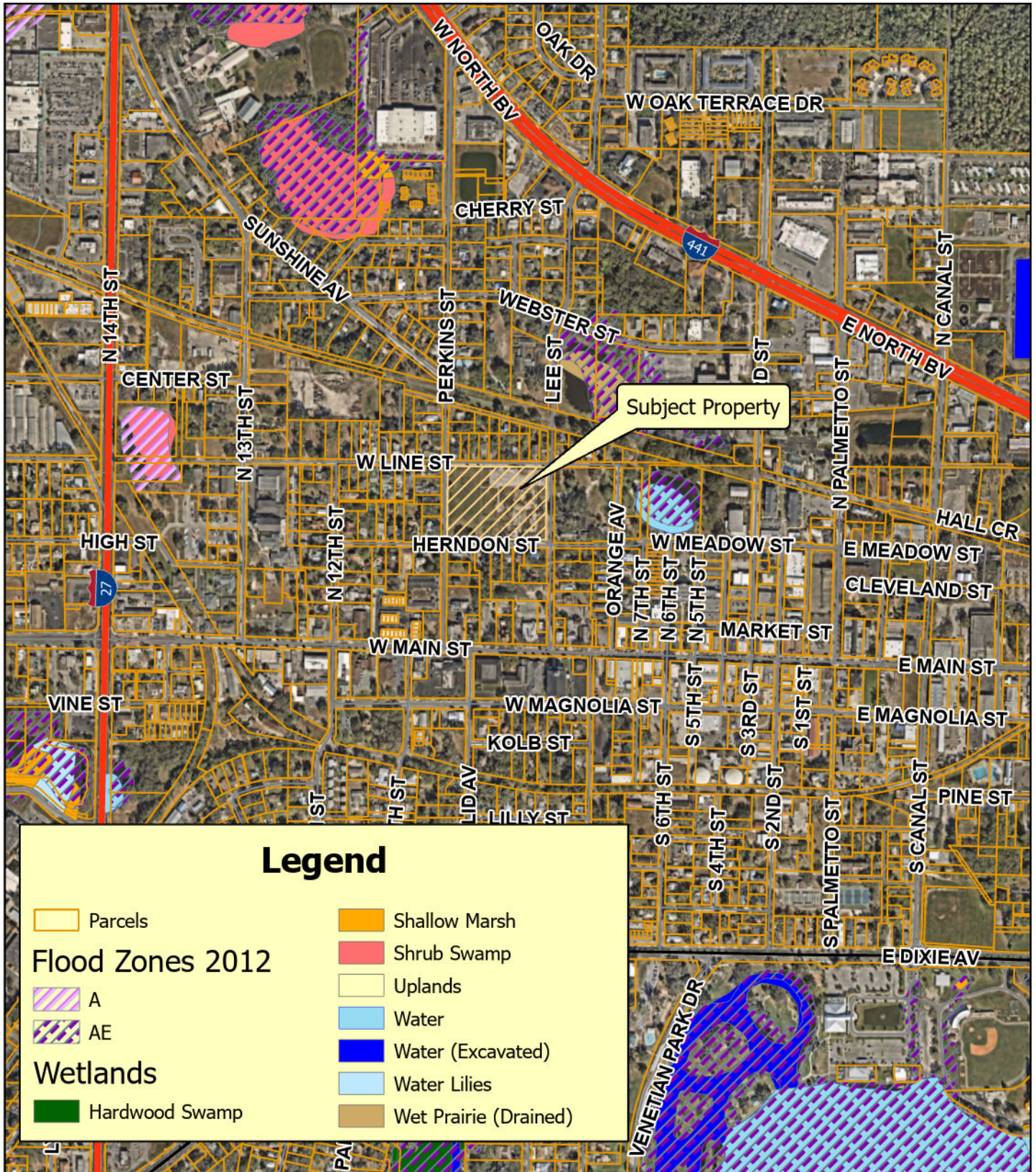


**Planning
& Zoning
Division**

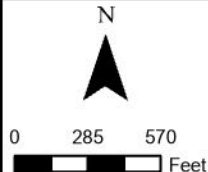


SPUD-24-212 Lee School
207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
February 13, 2024

Flood Zones and Wetlands



**Planning
& Zoning
Division**



SPUD-24-212 Lee School

207 Lee Street

AK#: 1263671

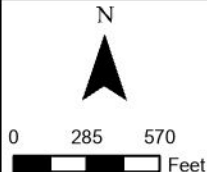
Section 26, Township 19 South, Range 24 East

December 31, 2024

Historic District



Planning
& Zoning
Division

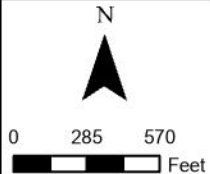


SPUD-24-212 Lee School
207 Lee Street
AK#: 1263671
Section 26, Township 19 South, Range 24 East
December 31, 2024

Community Redevelopment Area



**Planning
& Zoning
Division**



SPUD-24-212 Lee School

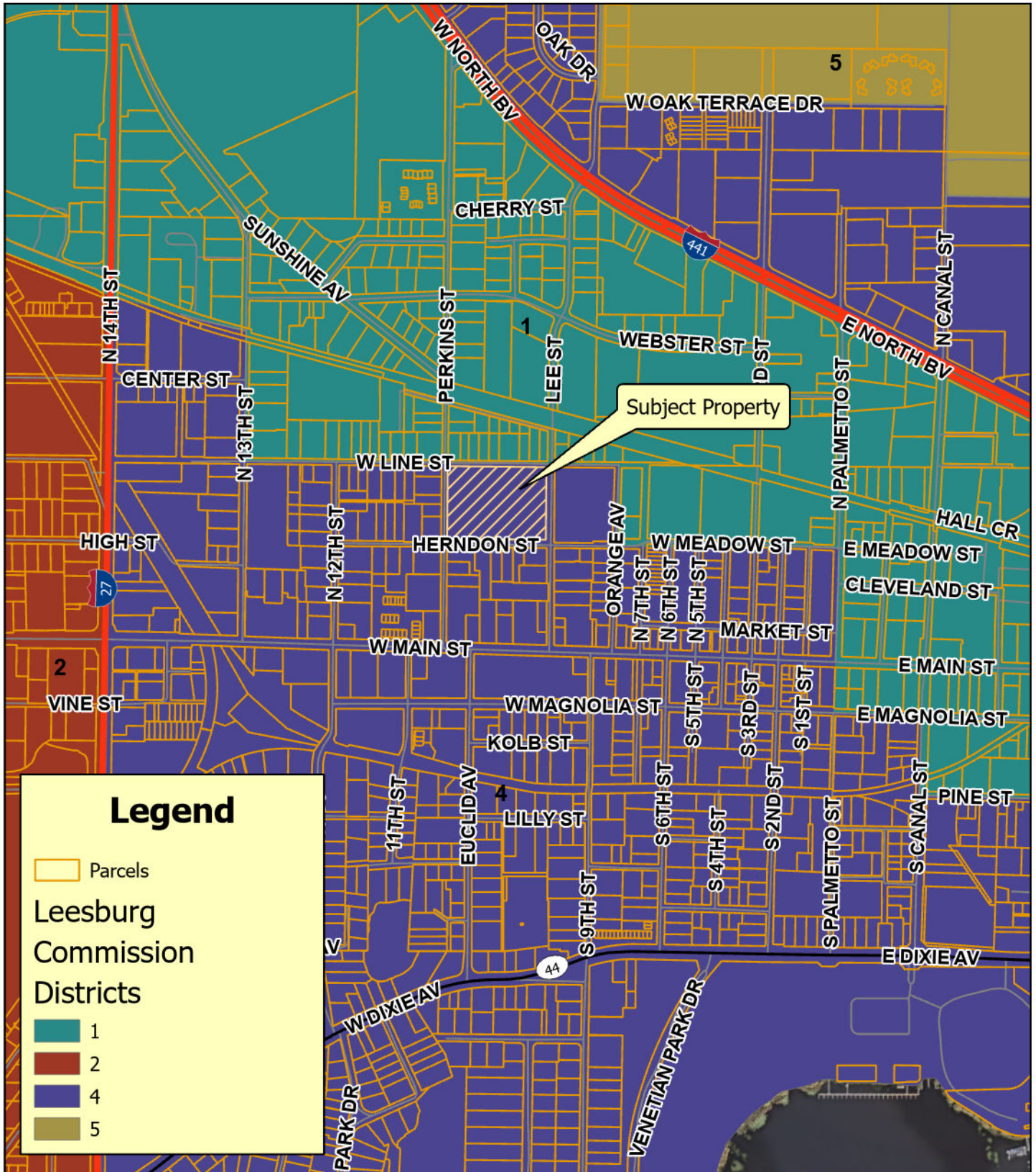
207 Lee Street

AK#: 1263671

Section 26, Township 19 South, Range 24 East

December 31, 2024

Commission Districts



Legend

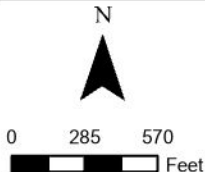
Parcels

Leesburg
Commission
Districts

1
2
4
5



Planning
& Zoning
Division



SPUD-24-212 Lee School

207 Lee Street

AK#: 1263671

Section 26, Township 19 South, Range 24 East

December 31, 2024



Looking North along Perkins Street from Subject Property



Looking North along Lee Street from Subject Property



Looking East across Lee Street from Subject Property



Looking South along Lee Street from Subject Property



Looking West across Lee Street onto Subject Property



Looking North onto Subject Property from Herndon Street



Looking East along Herndon Street from Subject Property



Looking South across Herndon Street from Subject Property



Looking West along Herndon Street from Subject Property



Looking North across West Line Street from Subject Property



Looking East along West Line Street from Subject Property



Looking South across West Line Street onto Subject Property



Looking West along West Line Street from Subject Property



Looking North along Perkins Street from Subject Property



Looking East across Perkins Street onto Subject Property



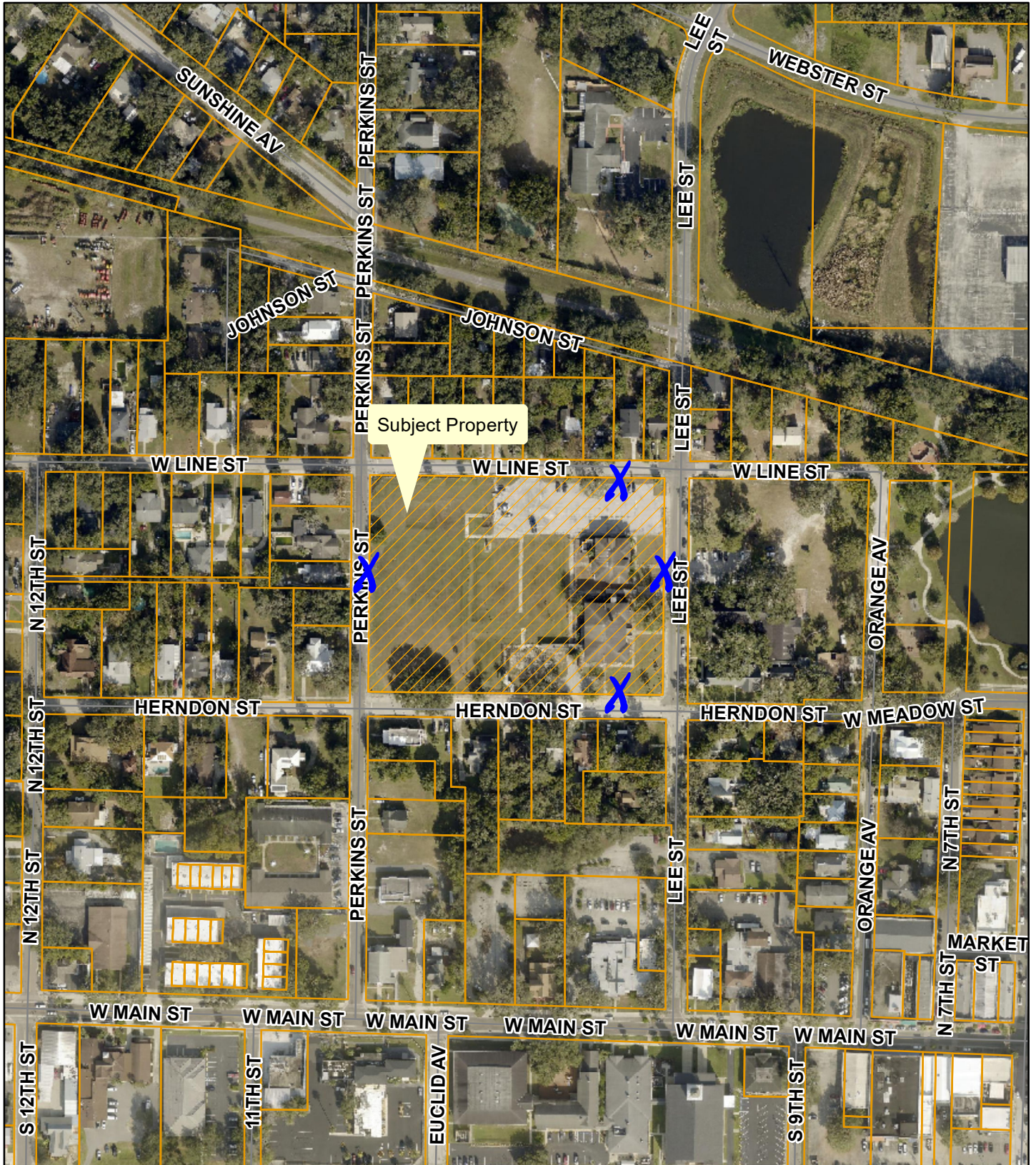
Looking South along Perkins Street from Subject Property



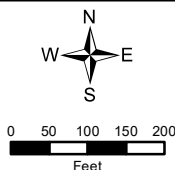
Looking West across Perkins Street from Subject Property

Aerial

Signs posted
01/10/2025



**Planning
& Zoning
Division**



207 Lee Street, Leesburg, FL 34748
Alternate Key #: 1263671
Section 26, Township 19 South, Range 24 East
February 13, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: February 10, 2025

From: Tracey Dean, (Airport Manager)

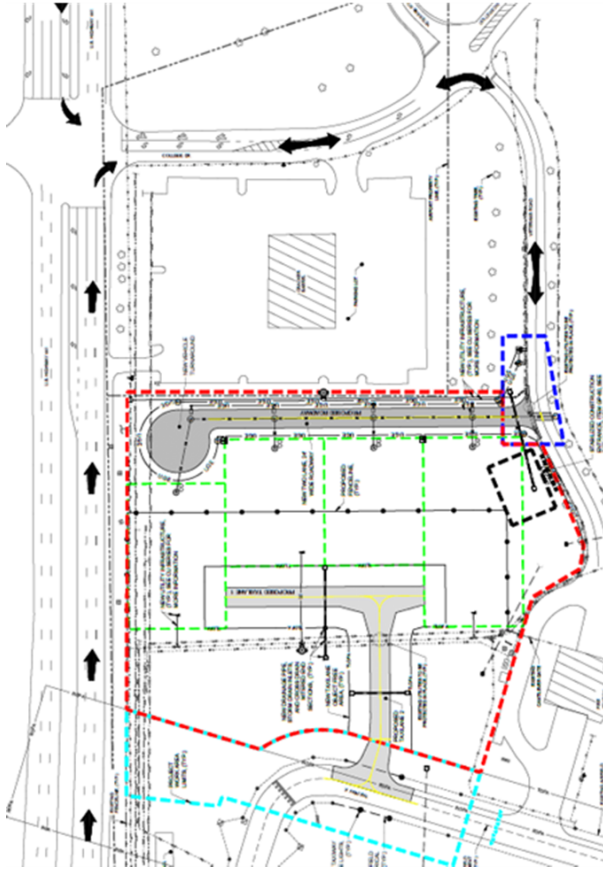
Subject: Resolution of the City Commission of the City of Leesburg, Florida, adopting the street name for the Veterans Road Infrastructure Project at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission selects a name for the vehicle access road associated with the Veterans Road Infrastructure Project.

Analysis:

The Veterans Road Infrastructure Project will create up to four parcels for aeronautical use. The scope of improvements incorporates a vehicle access road which branches off of Veterans Road. The city's GIS department has reviewed the properties of the new access and determined that the suffix shall be *Court*. The Airport Advisory Board briefly discussed the topic; however, they unanimously agreed that the name of the new access road should be solely at the discretion of the City Commission.



If the Commission desires to choose a name representing the history of the Airport, constructed as an Army airfield, the following names are available.

These are all referenced in the publication, *The Leesburg International Airport and 150 Years of History*, produced by Lee King, Ph.D. and Ken Huff, Ph.D.

Army Air Corps Court
 Thunderbolt Court
 Fighter Squadron Court
 Lucky Puppies Court
 Searchlight Court
 Soule Court (Mayor's suggestion)
 Skyport Lane
 Wingspan Way
 Takeoff Trail
 Landing Lane
 Altitude Avenue
 Propeller Parkway
 Airstrip Alley
 Aviation Avenue

If the Commission desires to choose a name in likeness to other Airport named roads and Taxilanes, the following names are available.

Tango Court
Yankee Court
Zulu Court

Procurement Analysis:

N/A

Options:

1. Select and adopt a name for the new access road; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ADOPTING THE STREET NAME FOR THE VETERANS ROAD
INFRASTRUCTURE PROJECT AT THE LEESBURG INTERNATIONAL
AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby approves and adopts the street name for the Veterans Road Infrastructure Project at the Leesburg International Airport as

_____.

THAT this resolution shall become effective immediately.

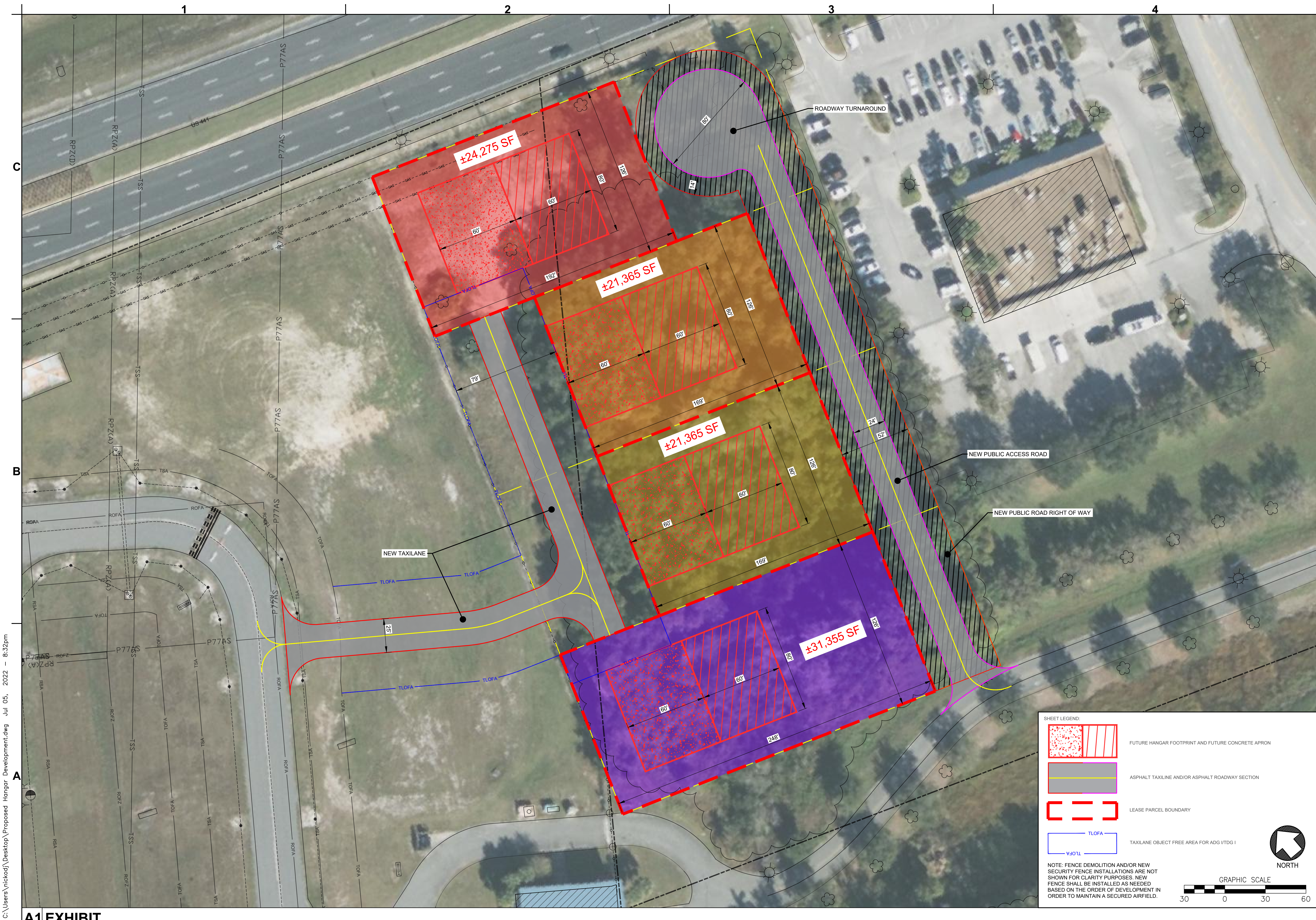
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of February 2025.

Mayor

ATTEST:

City Clerk

C:\Users\jickof\Desktop\Proposed Hangar Development.dwg Jul 05, 2022 -- 8:32pm



SHEET LEGEND:

		FUTURE HANGAR FOOTPRINT AND FUTURE CONCRETE APRON
		ASPHALT TAXILANE AND/OR ASPHALT ROADWAY SECTION
		LEASE PARCEL BOUNDARY
		TAXILANE OBJECT FREE AREA FOR ADG I/TDG I

NOTE: FENCE DEMOLITION AND/OR NEW SECURITY FENCE INSTALLATIONS ARE NOT SHOWN FOR CLARITY PURPOSES. NEW FENCE SHALL BE INSTALLED AS NEEDED BASED ON THE ORDER OF DEVELOPMENT IN ORDER TO MAINTAIN A SECURED AIRFIELD.



SCALE: AS SHOWN
DATE: MARCH 2022

EXHIBIT

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

SHEET

EXHIBIT

A1 EXHIBIT

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

November 30, 2024

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jam Entertainment	Working with Police Dept	Security for Nov 18,2023	495.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Johnson, Steve	Working with Marina	Marina Rent	298.52
Mosley, Karissa	Working with Police Dept	Security for Mar 16, 2025	782.50
			<u>2,288.01</u>

041 Fund

Pea, Marquise	Working with Electric	Damages to City Property	4,163.64
Towler, Ethan	Working with Electric	Apprenticeship Reimbursement	12,561.91
			<u>12,561.91</u>

046 Fund

Thomas Frost	Working with Public Works	Solid Waste Rolloff	625.00
M S Holdings	Working with Public Works	Solid Waste Rolloff	137.50
			<u>762.50</u>

Total 15,612.42

001 FUND TOTAL	\$	2,288.01
042 FUND TOTAL	\$	12,561.91
046 FUND TOTAL	\$	762.50
	\$	<u><u>15,612.42</u></u>

Expected write offs as of Nov 30, 2024

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2022 and 2023

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2023-2024			
2022-2023	\$ -		
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	635,544	351,263
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2024 - Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 37,620	4	70
November	48,177	3	104
December	40,391	2	79
January	51,778	2	108
February	79,343	11	89
March	26,916	3	78
April	21,640	2	59
May	30,631	7	65
June	21,116	0	65
July	16,335	0	50
August	19,742	4	62
September	24,913	2	68
Accounts to be written off*	\$ 418,602	40	897
Prior Yr to Date	\$ 457,759	39	956
difference - () negative	\$ 39,157	(1)	59

Projected
Fiscal year 2025- Month by Month
10/01/24- 09/30/25

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 24,587	3	62	2,165.43	410.84
November	29,713	4	79	532.52	458.07
December				705.93	493.40
January				277.11	474.28
February				3,413.69	469.57
March				410.39	329.29
April				92.21	363.64
May				526.33	414.55
June				0.00	324.86
July				0.00	326.70
August				315.16	298.09
September				267.91	358.48
Accounts to be written off*	\$ 54,300	7	141		
Prior Yr to Date	\$ 85,798	7	174		
difference - () negative	\$ 31,497	0	33		

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
10/31/2024

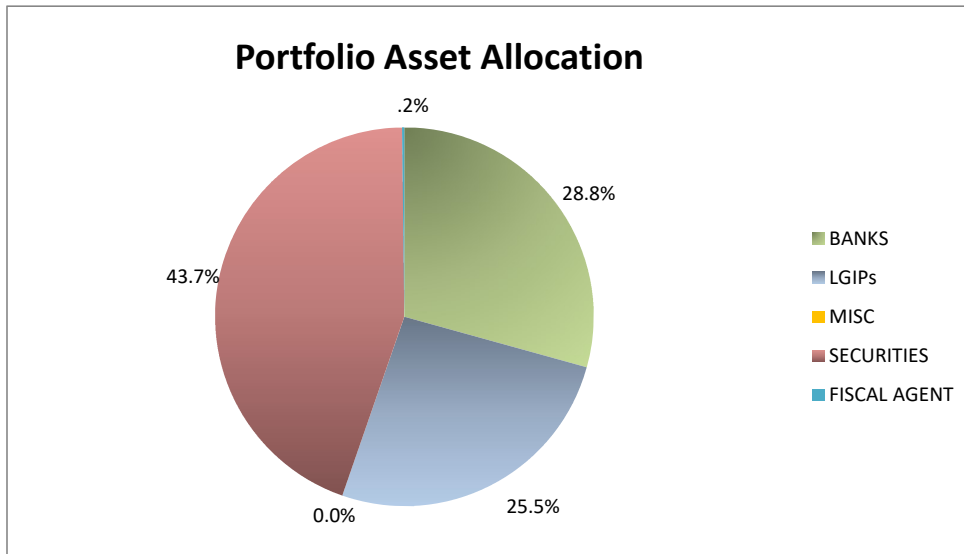
		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$81,310,156.77	\$13,834,015.85	\$6,520,533.85	\$ 1,517,338.67	\$ 256,222.18	\$9,141,381.85	\$ 6,559,454.38	\$ 7,547,635.31	\$ 17,694,159.08	\$ 1,270,426.33	\$4,271,693.87	\$5,040,731.35	\$ 1,082,114.65	\$ 6,574,449.40
RESTRICTED CASH															
	CUSTOMER DEPOSITS	7,126,684.44					5,048,830.63	1,359,131.88	707,381.95	1,685.00	9,655.00				
	RENEWL & REPLCMNT	17,558,049.46	680,920.15	29,183.52			34,510.90	891,392.46	5,319,593.77	9,058,165.74	850,000.00				694,282.92
	BOND/NOTE SINKING FUND	7,012,055.87		199,549.64			328,226.37	10,905.11	94,537.14	6,378,837.61					
	INFRASTRUCTURE DEVELOPMENT	172,707.11		172,707.11											
	SIGN GRANT & HUD SHIP														
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00					1,491,612.46	3,896,900.02					
	IMPACT FEES	5,388,512.48													
	OTHER RESTRICTED CASH	11,211,326.13	184,218.61	76,496.16	10,749,838.36			5,129.40							
	DEVELOPER CONTRIBUTIONS	322,121.92				316,992.52									
	RATE STABILIZATION	3,628,321.00				3,628,321.00									
SUBTOTAL OF RESTRICTED CASH		53,019,778.41	665,138.76	1,077,936.43	10,749,838.36	9,356,881.42	2,266,558.63	7,613,125.32	19,335,588.37		859,655.00				694,282.92
TOTAL POOLED CASH		\$134,329,935.18	\$ 14,699,154.61	\$ 7,598,470.28	\$ 1,517,338.67	\$ 11,006,060.54	\$ 18,498,263.27	\$ 8,826,013.21	\$ 15,180,760.63	\$ 37,029,747.45	\$ -	\$ 2,130,081.33	\$ 4,271,693.87	\$ 5,040,731.35	\$ 7,268,732.32
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	247,170.27			137,416.05			18,411.26	38,281.62	53,061.34					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		247,170.27			137,416.05			18,411.26	38,281.62	53,061.34					
TOTAL POOLED CASH AND INVEST		\$134,577,105.45	\$14,699,154.61	\$ 7,598,470.28	\$1,654,754.72	\$11,006,060.54	\$18,498,263.27	\$8,844,424.47	\$15,199,042.26	\$37,082,808.79	\$2,130,081.33	\$4,271,693.87	\$5,040,731.35	\$1,082,114.65	\$7,268,732.32

		INDIVIDUAL SPECIAL REVENUE FUNDS											
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 6,520,533.85	\$ 193,546.91	\$ 280,831.92	\$ 702,320.33	\$ 2,598,921.03	\$ 132,657.43	\$ 5,345.09	\$ 928,110.55	\$ (104,087.56)	\$ 1,386,466.83	\$ 347,215.22	\$ 49,206.10
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	76,496.16	76,496.16										
	BOND/NOTE SINKING FUND	199,549.64		8,487.77		191,061.87							
	SIGN GRANT	172,707.11		23,475.77	43,869.20	105,362.14							
	R&R / OTHER RESTRICTED	29,183.52	29,183.52										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,077,936.43	\$ 105,679.68	\$ 31,963.54	\$ 43,869.20	\$ 896,424.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 7,598,470.28	\$ 299,226.59	\$ 312,795.46	\$ 746,189.53	\$ 3,495,345.04	\$ 132,657.43	\$ 5,345.09	\$ 928,110.55	\$ (104,087.56)	\$ 1,386,466.83	\$ 347,215.22	\$ 49,206.10
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 7,598,470.28	\$ 299,226.59	\$ 312,795.46	\$ 746,189.53	\$ 3,495,345.04	\$ 132,657.43	\$ 5,345.09	\$ 928,110.55	\$ (104,087.56)	\$ 1,386,466.83	\$ 347,215.22	\$ 49,206.10

		INTERNAL SERVICE FUNDS				
POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,574,449.40	\$ 2,117,897.62	\$ 2,124,227.52	\$ -	\$ 2,332,324.26
RESTRICTED CASH		694,282.92				694,282.92
SUBTOTAL OF RESTRICTED CASH		\$ 694,282.92	\$ -	\$ -	\$ -	\$ 694,282.92
TOTAL POOLED CASH		\$ 7,268,732.32	\$ 2,117,897.62	\$ 2,124,227.52	\$ -	\$ 3,026,607.18
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,268,732.32	\$ 2,117,897.62	\$ 2,124,227.52	\$ -	\$ 3,026,607.18

**CITY OF LEESBURG
INVESTMENT REPORT
10/31/2024**

DESCRIPTION	BALANCE 10/31/2024
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$18,137,626
Southstate Bank - Savings	11,469
Southstate Bank - CD	2,159,280
JP Morgan - CD	5,212,917
Southstate Bank - CD	5,363,516
TD Bank - CD	4,197,759
Seaside Bank	4,352,972
	\$39,435,539
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,691,311
FLCLASS	11,021,642
FLPRIME	15,294,016
	35,006,969
US BANK (Fiscal Agent)	247,170
CHANDLER ASSET MANAGEMENT (SECURITIES)	59,887,427
	59,887,427
TOTAL INVESTMENTS	134,577,105
MARKET ADJUSTMENT	59,118
TOTAL VALUE OF INVESTMENTS	\$134,636,224



City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of October 1, 2024- October 31, 2024 or 8%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Revenue	FY 25 Percentage	FY 24 Revenue	FY 24 Percentage
<u>General Fund</u>	37,545,497	1,566,078	4%	1,504,643	5%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	10,147	6%	9,772	8%
Debt Service Fund	1,728,299	1,728,299	100%	1,720,523	100%
Capital Projects Fund	5,230,421	4,468,808	85%	383,121	36%
Discretionary Sales Tax	4,082,553	6,896	0%	4,367	0%
Police Forfeiture Fund	-	521	0%	420	0%
Police Education Fund	-	20	0%	-	0%
Gas Tax	962,500	20,016	2%	19,801	2%
Police Impact Fees	-	9,925	0%	62,928	0%
Fire Impact Fees	-	4,856	0%	7,614	0%
Recreation Impact Fees	-	6,871	0%	12,827	0%
Building Fund	1,031,000	51,815	5%	75,248	7%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,087,613	11,570	1%	835	0%
Carver Heights CRA fund	979,901	3,446	0%	1,878	0%
Highway 27/441 CRA fund	3,076,700	17,645	1%	9,277	0%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,241,928	168,697	8%	156,973	7%
Electric Utility Fund	76,400,053	6,174,512	8%	5,351,795	6%
Gas Utility Fund	13,276,831	956,214	7%	811,647	7%
Water Utility Fund	12,373,381	1,024,447	8%	1,005,356	9%
Wastewater Utility Fund	19,939,437	1,150,458	6%	1,140,719	7%
Solid Waste Utility Fund	5,589,302	427,995	8%	423,823	8%
Airport Fund	3,481,526	238,163	7%	200,354	4%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	483,038	6%	559,126	7%
Workers Comp Insurance Fund	1,375,902	138,377	10%	102,233	8%
Fleet Maintenance Fund	4,589,155	290,996	6%	256,065	6%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	(344,196)	-12%	(553,658)	-21%
Fire Retirement Trust Fund	2,076,988	(287,253)	-14%	(336,101)	-18%
General Employees Trust Fund	3,350,000	(491,947)	-15%	(626,356)	-20%
Use of Fund Balance (Various funds)	3,383,344				
Total All Funds	214,541,878	17,836,414	8%	12,305,230	6%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2024- October 31, 2024** or 8%

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR				FY 24 Expenses	FY 24 Percentage
	FY 25 Adjusted Budget	FY 25 Expenses	FY 25 Percentage			
<u>General Fund</u>	37,545,497	4,005,315	11%		3,883,774	12%
<u>Special Revenue Fund</u>						
Housing Assistance	162,750	9,466	6%		13,377	9%
Debt Service Fund	1,728,299	1,290,540	75%		1,347,741	78%
Capital Projects Fund	5,230,421	277,333	5%		14,286	1%
Discretionary Sales Tax	4,082,553	1,882,940	46%		267,803	9%
Police Forfeiture Fund	30,000	-	0%		-	0%
Police Education Fund	-	-	0%		-	0%
Gas Tax	1,087,500	432,078	40%		55,150	6%
Police Impact Fees	1,284,500	450	0%		-	0%
Fire Impact Fees	-	-	0%		-	0%
Recreation Impact Fees	500,000	500,000	100%		-	0%
Building Fund	1,736,090	90,245	5%		90,939	5%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	1,087,613	135,748	12%		103,685	10%
Carver Heights CRA fund	979,901	40,603	4%		18,495	2%
Highway 27/441 CRA fund	3,076,700	2,003,872	65%		3,724	0%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	2,980,682	147,292	5%		137,615	6%
Electric Utility Fund	76,400,053	6,459,030	8%		5,520,161	6%
Gas Utility Fund	13,276,831	812,735	6%		682,894	5%
Water Utility Fund	12,373,381	964,787	8%		901,827	7%
Wastewater Utility Fund	19,939,437	1,376,111	7%		1,218,100	5%
Solid Waste Utility Fund	5,589,302	550,680	10%		437,362	8%
Airport Fund	3,481,526	413,470	12%		414,251	7%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,668,154	139,926	2%		136,156	2%
Workers Comp Insurance Fund	1,375,902	194,818	14%		213,605	17%
Fleet Maintenance Fund	4,589,155	331,969	7%		319,530	7%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,908,643	161,002	6%		157,422	6%
Fire Retirement Trust Fund	2,076,988	156,568	8%		128,630	7%
General Employees Trust Fund	3,350,000	275,220	8%		278,245	9%
Total All Funds	214,541,878	22,652,198	11%		16,344,772	7%

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
11/30/2024

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$82,833,405.20	\$13,742,021.37	\$6,929,421.00	\$ 1,294,636.05	\$ 14,761.79	\$9,852,701.76	\$ 6,915,635.54	\$ 7,814,588.57	\$ 17,788,551.79	\$ 1,252,144.00	\$4,342,269.05	\$5,092,127.16	\$ 1,192,281.32	\$ 6,602,265.80
RESTRICTED CASH															
	CUSTOMER DEPOSITS	7,003,832.10					5,048,830.63	1,236,279.52	707,381.95		9,655.00				695,017.90
	RENEWL & REPLCMNT	17,427,100.76	680,920.15	25,781.46			56,303.23	911,392.46	5,299,035.00	8,908,650.56					
	BOND/NOTE SINKING FUND	4,366,570.20		163,898.53			656,328.90	21,810.04	189,074.62	3,355,458.11					
	INFRASTRUCTURE DEVELOPMENT														
	SIGN GRANT & HUD SHIP	172,707.11		172,707.11											
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00					1,766,486.47	3,913,062.65					
	IMPACT FEES	5,679,549.12													
	OTHER RESTRICTED CASH	11,218,502.06	184,218.61	76,799.64	10,756,710.81										
	DEVELOPER CONTRIBUTIONS	322,121.92				316,992.52	5,129.40								
	RATE STABILIZATION	4,428,142.00				4,428,142.00									
SUBTOTAL OF RESTRICTED CASH		51,238,525.27	865,138.76	1,039,186.74	10,756,710.81	10,506,597.28	2,174,811.42	7,961,978.04	16,178,856.32		859,655.00				695,017.90
TOTAL POOLED CASH		\$134,071,930.47	\$ 14,607,160.13	\$ 7,968,607.74	\$ 1,294,636.05	\$ 10,771,472.60	\$ 20,359,299.04	\$ 9,090,246.96	\$ 15,776,566.61	\$ 33,967,408.11	\$ -	\$ 2,111,799.00	\$ 4,342,269.05	\$ 5,092,127.16	\$ 7,297,283.70
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	509,414.08			272,820.22			39,687.75	82,523.97	114,382.14					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		509,414.08			272,820.22			39,687.75	82,523.97	114,382.14					
TOTAL POOLED CASH AND INVEST		\$134,581,344.55	\$14,607,160.13	\$ 7,968,607.74	\$1,567,456.27	\$10,771,472.60	\$20,359,299.04	\$9,129,934.71	\$15,859,090.58	\$34,081,790.25	\$2,111,799.00	\$4,342,269.05	\$5,092,127.16	\$1,192,281.32	\$7,297,283.70

INDIVIDUAL SPECIAL REVENUE FUNDS

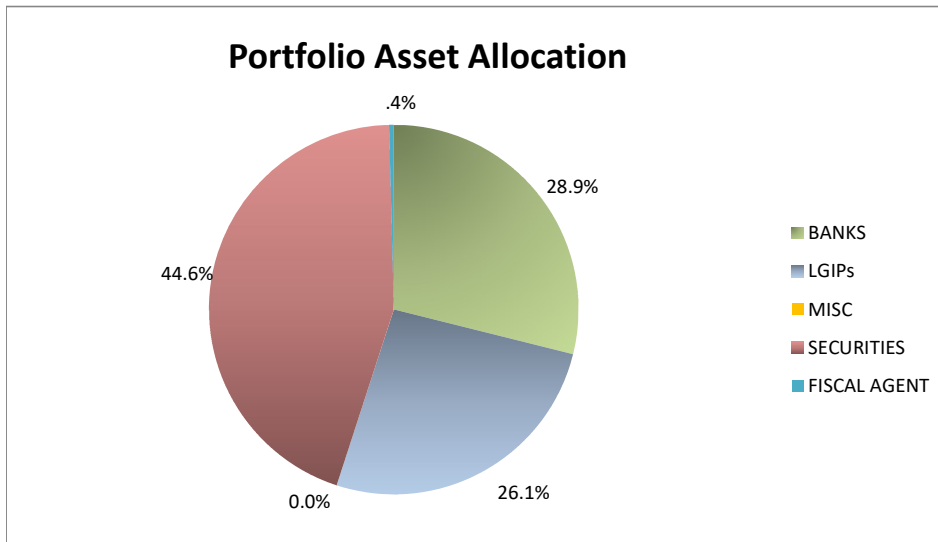
POOLED CASH & INVESTMENTS	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH	\$ 6,929,421.00	\$ 195,594.51	\$ 228,844.62	\$ 689,945.77	\$ 2,532,222.40	\$ 132,920.79	\$ 5,810.02	\$ 1,298,606.16	\$ (137,184.18)	\$ 1,410,846.23	\$ 413,476.29	\$ 158,338.39
RESTRICTED CASH												
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	76,799.64	76,799.64									
	BOND/NOTE SINKING FUND	163,898.53		16,959.29	146,939.24							
	SIGN GRANT	172,707.11		23,475.77	105,362.14							
	R&R / OTHER RESTRICTED	25,781.46	25,781.46	43,869.20								
	CUSTOMER DEPOSITS	600,000.00			600,000.00							
SUBTOTAL OF RESTRICTED CASH	\$ 1,039,186.74	\$ 102,581.10	\$ 40,435.06	\$ 43,869.20	\$ 852,301.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 7,968,607.74	\$ 298,175.61	\$ 269,279.68	\$ 733,814.97	\$ 3,384,523.78	\$ 132,920.79	\$ 5,810.02	\$ 1,298,606.16	\$ (137,184.18)	\$ 1,410,846.23	\$ 413,476.29	\$ 158,338.39
NON-POOLED RESTRICTED CASH												
	DEP-WELLS FARGO	-										
SUBTOTAL NON-POOLED CASH	\$ -											
TOTAL POOLED CASH AND INVEST	\$ 7,968,607.74	\$ 298,175.61	\$ 269,279.68	\$ 733,814.97	\$ 3,384,523.78	\$ 132,920.79	\$ 5,810.02	\$ 1,298,606.16	\$ (137,184.18)	\$ 1,410,846.23	\$ 413,476.29	\$ 158,338.39

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 6,602,265.80	\$ 1,924,833.17	\$ 2,220,173.68	\$ -	\$ 2,457,258.95
RESTRICTED CASH	695,017.90				695,017.90
SUBTOTAL OF RESTRICTED CASH	\$ 695,017.90	\$ -	\$ -	\$ -	\$ 695,017.90
TOTAL POOLED CASH	\$ 7,297,283.70	\$ 1,924,833.17	\$ 2,220,173.68	\$ -	\$ 3,152,276.85
TOTAL POOLED CASH AND INVESTMENTS	\$ 7,297,283.70	\$ 1,924,833.17	\$ 2,220,173.68	\$ -	\$ 3,152,276.85

**CITY OF LEESBURG
INVESTMENT REPORT
11/30/2024**

DESCRIPTION	BALANCE 11/30/2024
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$17,559,858
	-
Southstate Bank - Savings	11,471
Southstate Bank - CD	2,159,280
JP Morgan - CD	5,212,917
Southstate Bank - CD	5,363,516
TD Bank - CD	4,197,759
Seaside Bank	4,367,187
	\$38,871,988
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,725,500
FLCLASS	11,065,358
FLPRIME	15,355,224
	35,146,082
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	509,414
CHANDLER ASSET MANAGEMENT (SECURITIES)	60,053,861
	60,053,861
TOTAL INVESTMENTS	134,581,345
MARKET ADJUSTMENT	(6,925)
TOTAL VALUE OF INVESTMENTS	<u><u>\$134,574,419</u></u>



City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of November 1, 2024- November 30, 2024 or 17%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Revenue	FY 25 Percentage	FY 24 Revenue	FY 24 Percentage
<u>General Fund</u>	37,545,497	5,609,633	15%	4,933,016	15%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	20,989	13%	20,818	17%
Debt Service Fund	1,728,299	1,728,299	100%	1,720,523	100%
Capital Projects Fund	5,230,421	4,491,372	86%	1,454,789	139%
Discretionary Sales Tax	4,082,553	218,534	5%	234,511	8%
Police Forfeiture Fund	-	785	0%	748	0%
Police Education Fund	-	485	0%	441	0%
Gas Tax	962,500	81,269	8%	76,748	8%
Police Impact Fees	-	72,467	0%	103,624	0%
Fire Impact Fees	-	71,117	0%	13,365	0%
Recreation Impact Fees	-	116,004	0%	19,739	0%
Building Fund	1,031,000	257,623	25%	149,001	14%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,087,613	20,587	2%	4,095	0%
Carver Heights CRA fund	979,901	5,639	1%	3,682	0%
Highway 27/441 CRA fund	3,076,700	24,423	1%	16,360	1%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,241,928	328,427	15%	311,405	14%
Electric Utility Fund	76,400,053	12,024,656	16%	10,415,479	12%
Gas Utility Fund	13,276,831	2,060,056	16%	1,606,006	14%
Water Utility Fund	12,373,381	2,264,401	18%	2,049,642	18%
Wastewater Utility Fund	19,939,437	3,162,288	16%	2,549,169	15%
Solid Waste Utility Fund	5,589,302	882,316	16%	844,732	16%
Airport Fund	3,481,526	354,774	10%	334,574	6%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	992,696	13%	1,073,131	13%
Workers Comp Insurance Fund	1,375,902	260,836	19%	209,698	17%
Fleet Maintenance Fund	4,589,155	573,867	13%	520,683	13%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	922,504	32%	1,210,047	46%
Fire Retirement Trust Fund	2,076,988	922,570	44%	1,329,607	72%
General Employees Trust Fund	3,350,000	1,328,896	40%	1,683,386	53%
Use of Fund Balance (Various funds)	3,383,344				
Total All Funds	214,541,878	38,797,513	18%	32,889,019	16%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of November 1, 2024- November 30, 2024 or 17%

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR				FY 24 Expenses	FY 24 Percentage
	FY 25 Adjusted Budget	FY 25 Expenses	FY 25 Percentage			
<u>General Fund</u>	37,545,497	6,848,888	18%		6,287,638	19%
<u>Special Revenue Fund</u>						
Housing Assistance	162,750	23,282	14%		21,528	15%
Debt Service Fund	1,728,299	1,377,838	80%		1,347,984	78%
Capital Projects Fund	5,230,421	292,145	6%		401,033	38%
Discretionary Sales Tax	4,082,553	1,936,445	47%		1,351,172	44%
Police Forfeiture Fund	30,000	-	0%		-	0%
Police Education Fund	-	-	0%		-	0%
Gas Tax	1,087,500	548,293	50%		226,649	25%
Police Impact Fees	1,284,500	38,162	0%		-	0%
Fire Impact Fees	-	-	0%		-	0%
Recreation Impact Fees	500,000	500,000	0%		-	0%
Building Fund	1,736,090	204,141	12%		198,668	12%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	1,087,613	176,154	16%		122,553	12%
Carver Heights CRA fund	979,901	54,376	6%		43,584	6%
Highway 27/441 CRA fund	3,076,700	2,121,646	69%		155,634	7%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	2,980,682	274,324	9%		239,132	10%
Electric Utility Fund	76,400,053	11,205,374	15%		10,419,021	12%
Gas Utility Fund	13,276,831	1,571,724	12%		1,391,118	11%
Water Utility Fund	12,373,381	1,746,621	14%		1,659,487	12%
Wastewater Utility Fund	19,939,437	2,994,864	15%		2,226,664	10%
Solid Waste Utility Fund	5,589,302	1,425,124	25%		845,341	16%
Airport Fund	3,481,526	729,330	21%		705,838	13%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,668,154	856,713	11%		712,182	9%
Workers Comp Insurance Fund	1,375,902	223,930	16%		257,736	21%
Fleet Maintenance Fund	4,589,155	639,789	14%		592,970	14%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,908,643	301,581	10%		251,137	10%
Fire Retirement Trust Fund	2,076,988	318,220	15%		244,787	13%
General Employees Trust Fund	3,350,000	582,151	17%		533,810	17%
Total All Funds	214,541,878	36,991,115	17%		30,235,666	14%