

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 28, 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. Water and Wastewater Utility Impact Fee Study Analysis and Results

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. Approval of Art Advisory Board Meeting minutes from September 21, 2022**
- 2. Regular Commission meeting held July 14, 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 No. 4 to an existing contract with Odyssey Manufacturing Company; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with Greg Brown Painting, LLC,; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Puff 'n Stuff, LLC for Emergency Food Services for City Response Personnel in the event of a disaster; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of fifty-one (51) cancer-blocking particulate hoods as a portion of the firefighter protective clothing; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board - Leesburg Schools - for the 2025-26 school year starting in August 2025; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Tower Operating Agreement with the Federal Aviation Administration related to the Air Traffic Control Tower at the Leesburg International Airport; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from SECP LEESBURG LLC, joined by STUDIO BANK; 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 Walton Acquisitions FL, LLC, regarding natural gas service to the development known as Denham Village 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 FAA Grant Agreement 3-12-0042-033-2025, for the Taxilane Rehabilitation Design, for the Leesburg International Airport; and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc. for Taxilane Rehabilitation Design Services, for the Leesburg International Airport; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida amending the Building Permit Fee Schedule; repealing the existing Building Permit Fee Schedule adopted via resolution 10,477; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. SECOND READING OF ORDINANCES:

1. **NONE**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, Amending Section 13, "Motor Vehicles and Traffic," of the Code of Ordinances by amending Section 13-5 to Adopt the Maximum Rates for Towing and Storage of Vehicles as Set Forth in Florida Administrative Code Rule 15B-9.010; providing for conflicts, severability, codification; and an effective date.**

C. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Lease Agreement Extension with Blue Heron CPA for space at the Leesburg Incubator; 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 as of May 2025

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

A. FY 26 Budget Update

10. ROLL CALL:

11. ADJOURN:

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

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

City of Leesburg

Utility Impact Fee Study

Prepared: July 18, 2025

DRAFT 1

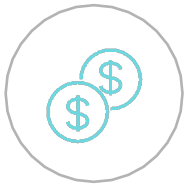




Agenda

1. Discussion on Impact Fee Basics and Legal Considerations
2. Discuss Method and Major Assumptions
3. Summary Findings and Recommendations

What are Impact Fees?



Fees that are specifically designed to recover the cost of major capital investment in municipal facilities, infrastructure, and vehicles that provide capacity to serve new development



Fees are paid by new development and redevelopment that results in an increased demand for service / capacity



Fees are used to pay directly for growth-related facilities and major equipment or pay expansion related portion of debt payments

Benefits of Impact Fees

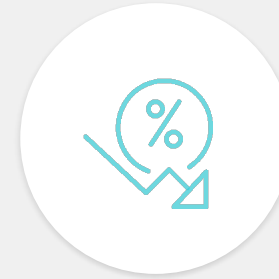


Adequate fee levels
mitigate the capital cost
burden of growth on
existing residents

**“Growth pays its own
way”**



Additional funding for
growth related /
expansion projects and
growth-related portion
of debt payments



Potential to help keep
user rates down over
time



Legal Considerations

- The basis for impact fees and related criteria have been developed under Florida Statutes and case law
- Florida Impact Fee Act History
 - Florida Legislature created section 163.31801 of the Florida Statutes governing impact fees
 - Created June 14, 2006
 - Amended most recently in 2021 and 2024
 - New changes coming in **Oct. 2025 and Jan 2026**

Legal Considerations (cont.)

- Requires the calculation of fees to be based on study using most recent and localized data
 - Within 4 years of the current update and fees must be adopted within 12 months of impact fee study initiation
- Provides for accounting and reporting of fee revenues and expenditures in a separate fund
- Limits administrative charges for the collection of fees to actual costs
- Limits fee standard fee increases and sets phasing requirements for implementation of increases
- Requires 90 days grace period before imposing a new or increased fee
- Annual affidavit on compliance signed by the local government
- Government has the burden of proof in any challenge of an impact fee
- Cannot be charged before issuance of building permit

Legal Considerations (cont.)

New Limitations on Increasing Impact Fees

- Any increase not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted
- An increase that exceeds 25 percent, but not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted
- An impact fee increase may not exceed 50 percent of the current impact fee rate
 - Unless considered an [extraordinary circumstance](#)
- An impact fee may not be increased more than once every 4 years
- Note: Extraordinary circumstance provisions will be changing per SB1080
 - › Bill effective Oct 2025 but this provision appears to be effective Jan 2026

Legal Considerations (cont.)

Extraordinary Circumstances (existing form)

- Demonstrated need study justifying increases above standard phasing approach (2- and 4-year phasing) and 50% maximum fee increase
- Must have at least 2 publicly noticed workshops dedicated to discussing extraordinary circumstances
- Requires 2/3 vote of governing body

Extraordinary Circumstances (revised form)

- Can still pursue full increase (over 50%) but must be implemented in at least 2 but not more than 4 equal annual increments
- Requires unanimous vote of governing body
- If the local government has not increased impact fees in 5 years then this provision cannot be pursued
 - › Any year in which the local government is prohibit from increasing an impact fee because of being in a hurricane disaster area is not included in the 5-year period

Impact Fee Criteria



Dual rational nexus (fee is based on cost of capacity to serve new growth and the revenue is used to pay for such capacity)



Impact fees must be based on the capital cost requirements anticipated for providing service capacity-related capital facilities to new development



Impact fees must be based upon reasonable level of service standards that meet the needs of the community



Impact fees cannot be used to fund deficiencies in capital needs of the community or pay for any operating costs

Fee Calculation Methodology

- Review Utility Fixed Assets and Capital Improvement Program
 - Allocate by System – Water Vs. Wastewater
 - Classify by Function – Treatment / Transmission
- Review Existing Capacity of Treatment and Transmission System and Historical Treated Flows
 - Identify Remaining Capacity of Existing Assets to Serve New Growth
 - Identify Future Capacity Additions to Serve Future Growth
- Identify Existing Levels of Service
 - Water 300 GPD / Wastewater 250 GPD
- Develop Fee on Per ERU Basis

Fee Calculation Methodology (cont.)

Summary of Existing Water and Wastewater Fixed Assets [1]			
	Fixed Assets at Historical Costs		
Function	Water	Wastewater	Total
<u>Assets Included in Impact Fee</u>			
Supply and Treatment	\$16,558,447	\$66,948,517	\$83,506,964
Reclaimed Treatment	0	1,470,035	1,470,035
Transmission	12,351,190	22,387,607	34,738,798
Reclaimed Transmission	7,749,860	0	7,749,860
Total Assets Included in Impact Fee	\$36,659,497	\$90,806,160	\$127,465,657
<u>Assets Excluded from Impact Fee</u>			
Hydrants / Meter Services	\$5,899,926	\$0	\$5,899,926
Equipment	603,109	1,101,584	1,704,693
Distribution / Collection Lines	14,664,881	13,714,600	28,379,481
Reclaimed Distribution	2,948,441	0	2,948,441
Royal Highlands & Highland Lake Adj.	3,714,438	0	3,714,438
Total Assets Excluded from Impact Fee	\$27,830,795	\$14,816,184	\$42,646,976
Total Fixed Assets	\$64,490,292	\$105,622,344	\$170,112,636
[1] Asset data as of 9/30/2024 as provided by the City.			

Fee Calculation Methodology (cont.)

- Total Water Capital Improvement Projects – \$22.26 million
 - Major Projects Include:
 - Water Mains – \$11.55 million
 - Fire Protection Improvements – \$6.20 million
 - Highland Lake Ground Storage Tank - \$2.46 million
 - Other Capital Improvements – \$2.05 million
- Total Wastewater Capital Improvement Projects – \$71.01 million
 - Major Projects Include:
 - Turnpike Plant Expansion Phase 2 – \$39.20 million
 - Southern Corridor Forcemain Bypass – \$13.00 million
 - Lift Station Improvements – \$6.58 million
 - Perkins to SR 46 Line Relocation – \$4.00 million
 - Other Capital Improvements – \$8.23 million

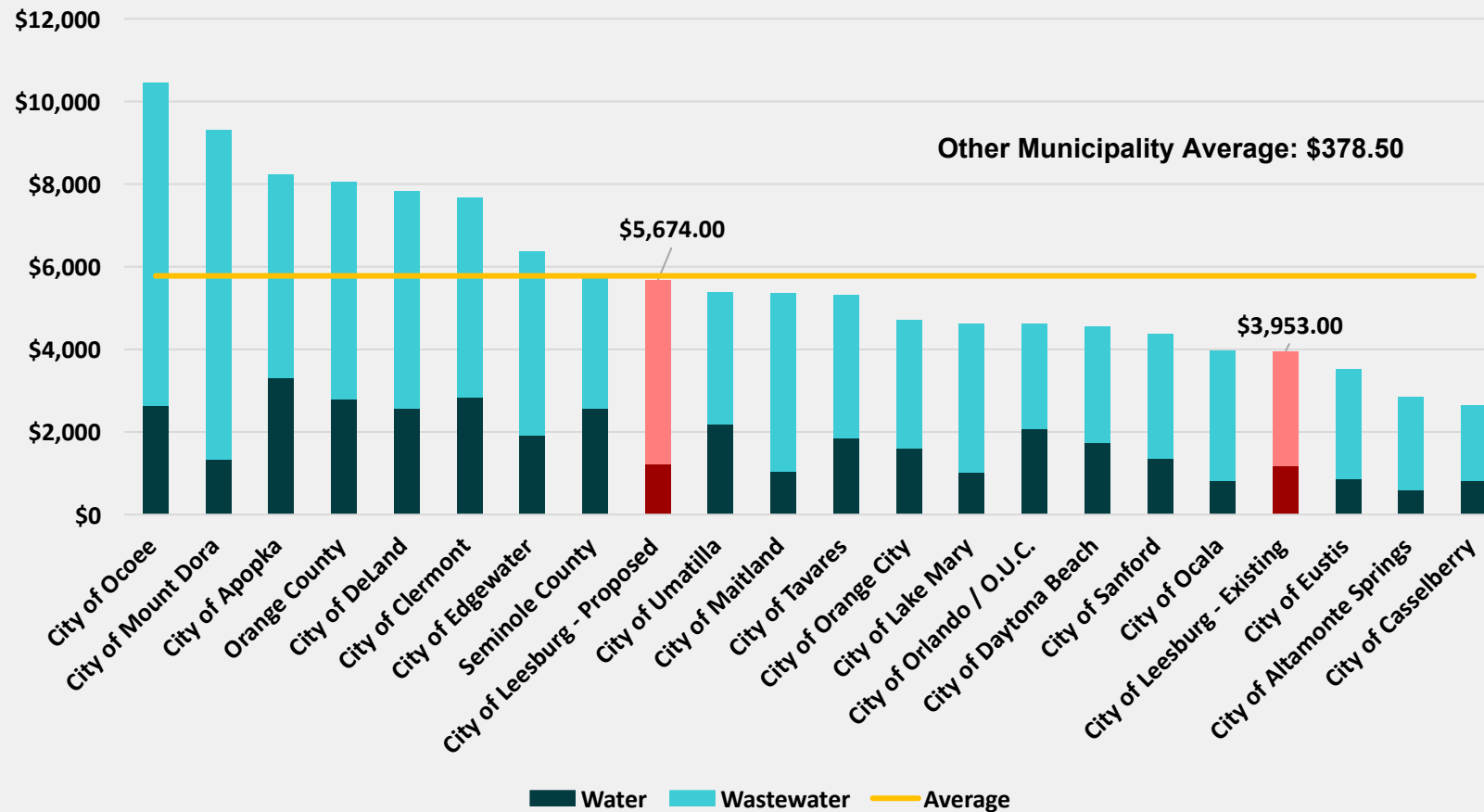
Fee Calculation Methodology (cont.)

- Water System:
 - System Has 6 Water Plant 3 of Which Has Capacity Remaining For New Growth
 - Total Water Plant Capacity: 28.845 MGD MDF
 - Total Capacity Left For Growth: 20.105 MGD MDF
 - Adjusted by Factor of 65% to 12.971 MGD ADF to Account for System Peaking (Peaking Factor of 1.55)
 - Estimated Average Water Daily Flows are 5.255 MGD ADF
 - Estimated Remaining Capacity is 59.48% or 7.716 MGD ADF
- Wastewater System:
 - Total Capacity of 8.000 MGD ADF
 - Estimated Average Daily Flows are 3.970 MGD ADF
 - Estimated Remaining Capacity is 50.37% or 4.030 MGD ADF

Existing and Calculated Fees

Description	Level of Service (Per ERC)	Cost Per Gallon of Capacity	Total Calculated Impact Fee	Statutory 50% Increase Cap
<u>Existing Fees:</u>				
Water	300 GPD	\$3.92	\$1,175.00	N/A
Wastewater	250 GPD	11.11	2,778.00	N/A
Total		\$15.03	\$3,953.00	N/A
<u>Proposed Fees</u>				
Water	300 GPD	\$4.04	\$1,213.00	\$1,213.00
Wastewater	250 GPD	17.87	4,461.00	4,167.00
Total		\$21.91	\$5,674.00	\$5,380.00
\$ Increase / (Decrease)		\$6.88	\$2,021.00	\$1,427.00
% Increase / (Decrease)		45.8%	51.1%	36.1%
[*] Fees are charged on a per ERU basis				

Local Utility Impact Fee Comparison Per ERU



Implementation Considerations

- Water Impact Fee – increasing 3% per ERU
- Wastewater Impact Fee – increasing 61% per ERU
- Maximum estimate of wastewater impact fee levels generally surpass the standard statutory increase limit of 50% noted previously
- Implementation Options:
 - Use standard maximum statutory increase of 50% and phase in evenly over 4 years
 - Fees will be under recovering costs from new growth thereby increasing burden to current customers
 - Pursue full one time increase through extraordinary circumstance provisions
 - Staff recommended option

Extraordinary Circumstances

- Significant planned population growth
 - Approximate population in 2025 of 37,000 up from 27,000 in 2020
 - Approximately 6.5% per year on average
 - Need City help to populate information on new development plans and units here (on call City mentioned Villages and PUDs)
 - Current and planned growth necessitates the expansion of capital facilities to maintain levels of service to community
- Cost to construct new facilities have increase significantly
 - Consumer Price Index – Approx. 27%+ increase since 2019
 - Construction Materials Index – Approx. 40%+ increase since 2019
 - Existing cost of wastewater capacity is approx. \$8.64 per gallon while new expansion cost of capacity at approx. \$26.13 per gallon of capacity

Implementation Considerations

- Impacts of SB 1080 and SB 180
 - SB 1080:
 - If fees have not been updated in more than 5 years than fees cannot be passed via extraordinary circumstance provisions
 - Impact may depend on interpretation of bills effective date Oct 2025 vs Jan 2026
 - SB 180:
 - Concern with language related to definition of “For 1 year after a hurricane makes landfall, an impacted local government may not propose or adopt...restrictive or burdensome procedure concerning review, approval, or issuance of site plan, development permit, or development order...”
 - Are impact fees considered a part of development permit procedures?
 - If so, then this could impact implementation of calculated fees

Conclusions and Recommendations



Adopt proposed impact fees
- Extraordinary Circumstance Approach



90 Day grace period from approval to
effective date



Comply with Florida Impact Fee Act
Requirements



Review and update impact fees in 4 years

Q&A



Thank you!

Contact: Shawn Ocasio
407 628 2600 / socasio@raftelis.com

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.A.1.

Meeting Date: July 28, 2025

From: Al Minner, (City Manager), Andi Purvis, (City Clerk)

Subject: Approval of Art Advisory Board Meeting minutes from September 21, 2022

Staff Recommendation:

Approve Art Advisory Board minutes.

Analysis:

During routine administration of the Clerk's Office, it was noted that the Art Advisory Board met on September 21, 2022. The Clerk's Office took minutes for the meeting. However, following the meeting, the Art's General Manager resigned and the Board did not meet again while the organization restructured. Subsequently, a new Arts Board was appointed a few years later and these minutes were never approved. Staff is of the opinion that for purposes of closure, the minutes are being presented publicly to the City Commission in order to formally sign-off on the proceedings.

Procurement Analysis:

Options:

Fiscal Impact:

**MINUTES OF THE LEESBURG PUBLIC ART ADVISORY BOARD
REGULAR MEETING
WEDNESDAY, SEPTEMBER 21, 2022**

The Leesburg Public Art Advisory Board held a Regular Meeting on Wednesday, September 21, 2022. Chairperson Stefanovic called the meeting to order at 3:01 p.m. with the following members present:

Board Member, Darel Craine
Board Member, Vicki Murphy
Board Member, Vonda Parker
Board Member, Semeion Richardson
Board Member, Danielle Stroud (3:10 p.m.)
Chairperson, Maria Stefanovic

Also, present Public Arts Consultant (PAC) Pamela Zeljak, Civic Icon Arts, City Clerk (CC) Andi Purvis, and Deputy City Clerk (Anna Rottermond).

Chairperson Stefanovic welcomed everyone to the first official meeting of the board. There was an unofficial board orientation meeting in August, which was held by zoom. After that meeting she sent out a link to everyone so anyone who was unable to attend could watch. The board members went around and introduced themselves for the record.

APPROVAL OF MINUTES:

Board member Parker asked for a correction on page one of the minutes. It states she was the co-founder of Max for One Community it needs to be corrected to read VMAX for One Community. **Chairperson Stefanovic** mentioned that board member Danielle Strode needs to be corrected to read as Danielle Stroud on page one. There was one spot on page where the Ms. Zeljak's name was spelled with a "c" and that needs to be corrected. **Board member Richardson** mentioned that on the agenda her first name was missing an "e".

MOTION by board member Craine and seconded by board member Murphy to approve the meeting minutes with the changes as noted.

VOTE WAS UNANIMOUS

H.O. DABNEY AQUATIC CENTER - MOSAIC AND HONORARY MEDALLION

Chairperson Stefanovic stated this would be a capital improvement project through the city. There has been a lot of support from the community. The old pool that was at Venetian Gardens was torn down and they combined both pools at one location, which is now located on Pine Street. They renamed the pool the H.O. Dabney Aquatic Center. Since then the city manager has reached out to the

Arts Center requesting to put some public art at the entrance. There are two areas where they would like to explore the idea of a mosaic. The art coordinator and herself met with the city manager and the recreational director to get a clearer understanding of what they wanted and expected.

Public Arts Consultant, Zeljak started by saying they did a limited call to the artists, which means they reached out to artists who they knew could do a project like this. They reached out to four artists and asked them to do a proposal. Once they received the proposals they put together a selection committee. The selection committee reviewed the proposals and chose an artist that they wanted to award the project to. After speaking to the artist that they wanted to award the project to, she stated she was unable to proceed with the project. They went and spoke to another artist who was interested in the project and that would be the artist we have this proposal from. They passed the proposal on to city management and were told they wanted the proposal to be more reflective of Leesburg itself. The artist came back with the proposal we have now. After some discussions with the city, they wanted to have something that showed honor to Coach Dabney. That is why they see a medallion with a picture of H.O. Dabney along with some verbiage that talks about who he was and what he did for the community. With the mosaics, the inspiration was of the lake and native Florida. The artist shows that they have used the same materials on past projects and that they have experience working in that type of medallions. The artist has to show the costs for their project including materials and construction. That is normal because that is asked for in the proposal and they must include a timeline as well. **Chairperson Stefanovic** inquired where the artist, Beth Ravitz was from. Is she from Orlando? **Ms. Zeljak** replied that she was located a little further south, but she does not remember exactly where. **Board member Parker** questioned if the renderings submitted were the work of the artist. **Ms. Zeljak** answered yes, they are her proposal images. **Board member Parker** wanted to know, if this was approved, how long the whole process takes.

Ms. Zeljak answered it could take between four and seven months to complete depending on supplies and weather. **Board member Parker** asked when they determined which artist what were the determining factors; was it the costs or the work and what was the determining factor for the artist? **Ms. Zeljak** responded before they go into a project they put the budget out there so the artists can determine whether they can do the work within that budget. The budget was put out there and the selection committee has a criterion ahead of time that the artists will be judged on. They look at projects they have done previously of this scope and if their proposal matches what the goal of the project is. **Board member Parker** asked the chairperson if she personally knew the artist and if the artist has done any work in Leesburg before. **Chairperson Stefanovic** responded that she did not know this artist. Essentially, they reached out to three artists who work in the area, who have previously done mosaics. However, she was the only one willing to work within the budget that was given and willing to work in the scope and perimeters. They had a couple

concepts come back originally, but this was the second time it went out. The first time it went out, all three artists submitted work. They did not include that in this proposal. She probably should have, but, they came back very abstract. They were specifically asked to go back and create something that resembles Leesburg in some way, shape, or form. When they look at that mosaic there is a lot of detail, so only certain artists will want to spend that much time and effort creating a concept and a mosaic. There are two different mosaics and we only have an eight-thousand-dollar budget, which is not going to go very far. They went back to the city managers office because they wanted to pay respect to the memory of Coach H.O. Dabney. They wanted to add Coach Dabney to the proposal. The artist said for that amount of money she could not put a portrait in the mosaic. She said she could create a cast iron medallion in his memory and that would cost an additional two thousand three hundred dollars. **Ms. Zeljak** mentioned with the first round of submissions they were asked to be aquatic and what they were sent were pretty much towards pool and waves. That kind of aquatic stuff, instead of Leesburg focused aquatic. That is why they were not chosen. When they were asked to be more detailed aquatic they said it was not feasible within that budget.

Board member Richardson wanted to know how the information was being put out. Where do the artists go when they are looking for this type of stuff? Where is it located? **Ms. Zeljak** answered this one was not advertised. They picked individual artists that they knew could complete the project. Typically, if it was going to be advertised there are three specific websites for reaching out to public artists, so you would pick one of those sites. There are other artist sites that pick them up too. Public artists scroll the websites and apply. **Chairperson Stefanovic** stated this fell under the limited call. Essentially, they reached out to several artists saying they knew they could do the work, they have seen their portfolio and they wanted to know if they are interested. The artists then submitted some sort of concept. **Board member Parker** asked if there were any local artists located in Leesburg or Lake County that fit the scope for this type of work. **Chairperson Stefanovic** responded there was an artist out of Montverde who originally applied for the call. However, she decided she could not do the job due to budget constraints. She has seen her work and it is amazing. **Board member Parker** inquired how far off is the budget that factored why she came in higher than what was approved? **Chairperson Stefanovic** replied looking at this type of work it could cost at least twenty thousand dollars. They were originally budgeted with five thousand dollars and city management increased it to eight thousand dollars. **Board member Parker** said speaking on that level it is amazing that this artist can do it while the other artists came in higher. Will she be able to do it at this amount? Did we check her references? **Board member Murphy** wanted to ensure that she would be able to finish the job. **Ms. Zeljak** stated the artist have to put forth their past work, so they can see they are able to complete their projects. **Chairperson Stefanovic** mentioned in the packets were examples of her past work. If they needed to see more she could provide some. **Ms. Zeljak** said when they put the packets together they specified how

many past projects they wanted to see and they specified three past projects. They always require that the artist put where the projects were done and what materials were used along with the dimensions. They also want to know who they were done for, so they have the ability to contact them for reference and to make sure that artists project is standing up and still in good condition. They have to make sure the artist is a good fit. **Board member Murphy** inquired on how this would be installed, would it be on the building itself or is it placed on something else and then put on the building? **Ms. Zeljak** answered that the artist will do some of the assembly at her studio. She will then bring it here to finish the assembly here. She will put backerboard on the stucco that is there now. Then she will attach the mosaic to that and grout the mosaic in. **Board member Richardson** wanted to know how often this would have to be redone? **Ms. Zeljak** answered when it comes to maintenance that was included in the proposal. They always ask for the maintenance process, and the maintenance process was just cleaning. **Board member Stroud** asked if that would be done once a year. **Ms. Zeljak** responded full cleaning would be every five years. Usually for mosaics and murals, which mosaics are one of the hardest public art projects you can get outside of Corten steel or weathering steel, but once a year it is recommended that you clean it using dish soap and water. You would wash it down to get any dirt off. **Board member Murphy** wanted to verify that this would hold up and **Ms. Zeljak** said yes. Mosaics are long lasting pieces of artwork. With current mural standards the paint they use has a high UV rate. Plus, they usually require that they use a coating. There are three excellent mural coatings. If they coat it when they first start and put another coat in five years murals can last ten to twenty years. **Board member Stroud** asked if the proposals include a projected lifespan for the artwork. **Ms. Zeljak** responded that is something they could put in the request for proposal. They could put in how long they expect the work to last and that they want to see a maintenance plan. **Board member Stroud** asked what the lifespan was for this one. **Ms. Zeljak** answered that was not put in this one because mosaics will last a really long time. **Board member Parker** inquired where the proposal was. **Ms. Zeljak** stated they could forward that to them. **Board member Richardson** wanted to verify that this option was chosen because of costs and if having more aquatic type looks cost more? The rendering provided shows more of a lake. She was trying to see how that connects to the pool. Is that the theme she came up with and if so, is that because of the price range? **Ms. Zeljak** replied this is what was requested to reflect Leesburg. Originally, there were more aquatic themes, but the request was to take an aquatic theme and make it more Leesburg aquatic rather than ocean or pool aquatic. **Board member Murphy** stated she personally thinks both renderings look beautiful. **Board member Richardson** thought they were beautiful as well.

Board member Craine stated he does like the lake scene with the dock. He does not particularly like the egret one that has a personal touch. However, he has a little problem with the Coach Dabney medallion, he cannot read it, but he played an important role in his life and his son's life. When he looks at the front of the medallion he does not like the look of it. It does not have enough for him. He

would like to see something better, something to better honor Coach Dabney. Honestly, if that meant doing away with one of the mosaics and putting him into a mosaic and increasing the budget he could get behind that. We have a three and a half million-dollar pool, so if we increased the budget to honor the gentleman we named the pool after that would be something that could gain support. He does like the dock scene, but he would like to know what the medallion says about the coach. It was too difficult to read, but the medallion is not reaching out to him. **Ms. Zeljak** said the medallion says “a born leader H.O. Dabney devoted forty-seven years to coaching, education and ensuring the inclusion in athletics. Under his leadership and activism, he made a difference in the students lives and was a pillar in the community.” **Board member Parker** wanted to know how the photo came about and if a family member provided the look or was it something the city decided that they wanted to put there. **Ms. Zeljak** replied they were provided four photos. **Chairperson Stefanovic** stated the photos came from the Heritage Society. **Board member Parker** wanted to confirm that family members have not had any input on the look. **Chairperson Stefanovic** stated that was correct. **Board member Parker** replied that could be a problem. She was not there and she did not know Coach Dabney but she does know some of the family members. She believes they would want to be a part of the say on the type of photo that is used. If we move forward with this photo there could be a problem. **Chairperson Stefanovic** asked if she had the family’s contact information and **Board member Parker** replied yes. **Chairperson Stefanovic** asked if she would be willing to share that with Ms. Zeljak because they had a hard time finding photos. They asked and that was what they were provided. She asked Board member Craine if he wanted this to be a larger medallion and he answered no. He would like to see a mosaic put at the entrance. He does not want to put the coach on the backwall. He would like it to be right as everyone walks into the pool. Everyone should understand the history of the name for the pool. He is not in to medallions and he does not like the layout of the one provided. Maybe a small mosaic if the family could provide a great picture. We could put it at the entrance going through. Something that honors him more.

Ms. Zeljak mentioned that the renderings of the mosaics are recessed in the wall in niches. They will have lights shining on them. If we want something else we should consider a different place, if it is going to be something in addition to this. It should either be in the place of this or it should be in a different place because adding something to the outside of the building will make it look odd. **Chairperson Stefanovic** added it would distract from the two mosaics. **Ms. Zeljak** said yes, because these areas are made to have something in them. So, if we decide to do something different, like an honoring section, it should be either directly inside or in a completely separate area. **Board member Stroud** questioned if budgetary constraints was what brought up the medallion in lieu of one of the mosaics having his image and honor in it? **Ms. Zeljak** agreed and said to have a mosaic that would feature him or a scene from his life would probably triple or quadruple the budget. That would be a different conversation

for another person. **Board member Richardson** agreed with Board member Craine with the picture itself. She understands this is Leesburg, but as far as a representation she wished it represented the community and what H.O. Dabney was. It was not separated, it was more unified. She wished it could be a picture that and that it showed more diversity. Something that represented the community as a whole rather than nature. He pulled everybody together. It was not just the pool it was a place where families could go. It was a place where we could all be together, it was more than just about water. **Board member Stroud** wanted to know if they decided to do one image, one that was more intentional and directive to what they want to display would that still quadruple the price? **Chairperson Stefanovic** replied that she did not have the answer to that question. She wants to be very conscious to the fact that this would be the third time they would go back to the artist to say they want her to change it up again. She understands this is what the city wanted to bring forward as a new project for the board and they are kind of flying solo with the directive from city leadership. This is a great panel for conversation about the expectation of what this is going to look like and how we want to best display and honor H.O. Dabney. However, she does not know what that will look like on the budget. She thinks that Board member Richardson brought up a unique point and the same with Board member Craine. Coach Dabney was known for being community driven and for including everyone. It did not matter if it was sports or whatever, at the end of the day, he wanted to make sure that everyone had a part. How that reflects in a mosaic she was unsure. They can challenge the artist, but first they would need to go back to the city manager to see if there are any more monies in the budget for this. If not, then they need to make a conscious effort on what they are going to do. If there are no more dollars available for this then we are stuck at ten thousand dollars, so we need to figure out how we want to do this.

Board member Craine remarked that we have already said we liked both of them. They are nice wall mosaics. If we stayed with those and looking at the medallion part of the budget that is twenty-three hundred dollars what if we stayed with the two mosaics because they have the building and then check to see if we can slightly increase the medallion budget to give us more availability so we can better honor H.O. Dabney and represent him on the entrance way. **Ms. Zeljak** commented as an outside consultant if you were to keep the two mosaics the way they are. If there is another larger part of the pool area whether that be inside or as you walk inside you could do a mural. That would include everything that you are looking for and that could be done at a different price point where you would not quadruple the price. It could be done at a more reasonable price. It could be done in greater detail and include much more. If you try to do it in a mosaic it would be hard to get words in and other ideas, it would be hard to include the small details. With a mural you could do more. **Board member Craine** wanted to know the lifespan of a mural. **Ms. Zeljak** replied at least ten years. It could be up to twenty if it was well taken care of. **Board member Craine** asked if it would have to be redone once a decade? **Ms. Zeljak** answered it would not have to be redone it just needs to be recoated.

Board member Craine mentioned that he likes that idea. He certainly does not want to take anything away if everyone thinks the medallion is the right thing to do. He would be okay with that. He wanted to bring something more into it that better represents who he was and what he meant to the community. **Board member Murphy** wanted to know if the photo of H.O. Dabney was not a good representation of him. **Board member Craine** stated it was a good representation of who he was. It was not so much the photo with him as it was the medallion. When he sees the medallion on the wall it does not seem quite right to him. We need a better representation of who Coach Dabney was. He is not a particular medallion type person. Even the ones you see at the parks when you walk through, he would like something that better represents him. He likes the mural idea. We could do some good things with a mural and add some of his contributions to the community. **Chairperson Stefanovic** understood with including the family. **Board member Richardson** stated that the mural was a good idea. From what she sees this does not represent. He was more than that. He literally brought community together from all diversities. The pool was named after him so it should represent who he was. The pictures provided, there was nothing wrong with them, but we already have pictures like this every where around town already. We need to do something different. It seems like we are only do this because it is safe. If we involved more community and got more people together, like we are doing, it would be fine to put whatever we want out there.

Chairperson Stefanovic remarked when we are thinking about the mural are we keeping the two mosaic concepts that are presented with the two recessed walls. Then the mural would be inside the aquatic center or on the outside side wall? **Board member Murphy** wanted to verify where the two mosaics would be located. **Ms. Zeljak** answered they would be located in the parking lot area. **Board member Murphy** said she did not think we should put the mural outside. It should be in a completely different location because it will start looking junky. **Board member Craine** added the two mosaics are at a very good price. The artist priced those out very well. He does not know how she is doing it for that price actually. **Ms. Zeljak** interjected that this was the second project she has applied for here in Leesburg. **Board Member Craine** said that was a really good price on the mosaics. The mural would definitely be inside the pool where the kids and families would be. **Board member Murphy** wanted to clarify that he said the mural would be located on the inside of the pool. **Board member Craine** said that was correct. **Board member Murphy** said she does not think you could put mosaics and the mural in the location of the pool. At least not on the same wall or even around the corner from it because it is going to look bad. **Chairperson Stefanovic** stated that the niches are to the right of the entryway further down on the long side of the building. She likes the idea that it is on the outside because they want everyone to see it and not just people that are going to the aquatic center. They need to decide on how they want to move forward with the artist at this point. Then they can turn around and put a call out for a mural concept. **Board member Murphy** inquired how big the mural would be? **Ms. Zeljak** answered she would go out and measure the wall. She can bring that

information back at the next meeting. **Chairperson Stefanovic** added that it would not be small. **Ms. Zeljak** said one thing they would have to decide is what you want the information and the call to be. What inspiration words you want, things like that. When the proposals come back you want to make sure it matches the theme and the idea of what you want.

Chairperson Stefanovic asked if it would be helpful to send out in the call a bio of the person for whom you want to pay tribute to, and some highlights of that person and what they meant to the community. **Ms. Zeljak** said absolutely. **Board member Murphy** said what is here is already nice, but maybe there needs to be more. **Ms. Zeljak** replied there were several articles in the Daily Commercial with interviews and that was where they got the information from. **Chairperson Stefanovic** remarked that someone could make a motion to move forward with this art project the two mosaics presented that go in the niche by Beth Ravitz. We can then in place of the medallion explore a mural that better represents the memory of H.O. Dabney. **Board member Parker** asked if they were not going to have the medallion? Are we getting rid of the medallion and then going back for a mural? **Chairperson Stefanovic** answered yes, but the mural would be located on the outside of the building. **Board member Stroud** questioned the price point of twenty-three hundred dollars being slated for the medallion. Is that enough to move forward with the mural or will we have to wait to find more money? **Ms. Zeljak** answered no. **Board member Stroud** said this was supposed to be about him that is why she was inquiring. How long would it take and what are the potential funding sources that the city has outlined for us to be able to make that request. **Board member Parker** stated she wants both the medallion and the mural. **Ms. Zeljak** replied that she would go and measure the wall. They can decide how much of the wall they want to use. They should anticipate paying a mural artist a minimum of fifteen dollars per square foot. The more professional you want to go it could go up to twenty-five dollars per square foot. They can limit the call to only people that live in Leesburg, Central Florida or just to Lake County, but they have to realize that if they want someone who can finish the job, who has a good portfolio with the materials they may have to go further out of the scope. The smaller you close the loop the less people you are going to find with those skills. **Board member Murphy** inquired if the budget was up to the city. **Ms. Zeljak** said that was correct. **Board member Craine** asked if they could make a proposal to accept this as is with the medallion. Then get a proposal on the mural and once we get that back if they like it, figure out if they can find funding and add the mural. **Board member Murphy** verified that we would have two mosaics, the medallion and a mural. **Board member Stroud** said her fear was if we take away the medallion without a way to pay for the mural we would not be honoring the man at all. **Ms. Zeljak** said it is best practice to secure the funding first, so you can tell the artist when you put out the call to artist the amount so they can say yes, I want to do it or no I am not going to apply. **Board member Richardson** said there is also Studio Art Farm, the guy that owns the place in Mount Dora is a phenomenal artist. He can definitely do that particular work. He has done a lot of stuff in Orlando. He is pretty well known. **Board**

member Parker mentioned that this should be presented to the city, we need more money to add the mural that better represents and honors. He did so much in the community and he should be recognized. The aquatic center is named after him. The city uses money for everything else, so we need to give back and put some money into the founders like H.O. Dabney that did so much good in the community. We need to present it to the city and ask for more money even if means going before the commission. **Chairperson Stefanovic** suggested that we move forward with the project as presented from Beth Ravitz on the H.O. Dabney Aquatics Center which includes two mosaics and the medallion. They will then reach out to the city for additional dollars to support a mural project that would be a bigger honorarium to Coach Dabney.

MOTION by Board member Murphy and second by Board member Stroud to move forward with the project as presented from the artist, Beth Ravitz for the H.O. Dabney Aquatics Center which includes two mosaics and a medallion. We will then reach out to the city management to seek additional dollars to support a mural project that would better honor Coach Dabney.

VOTE WAS UNANIMOUS

Ms. Zeljak said they need to make a motion for someone to draw up an RFQ for the advisory board to review. The RFQ would include what they need if they wanted to move forward. It would be an outline for the budget along with what the keywords should be to go out to the artists. If they want to restrict it to locals, statewide. **Chairperson Stefanovic** stated there should be two additional motions one to update the medallion imagery and verbiage and one to reach out to the family members for information.

MOTION by Board member Stroud made a motion to update the medallion imagery and verbiage and to allow the board members to reach and contact his family for further information and involvement. **Board member Murphy** seconded the motion.

VOTE WAS UNANIMOUS

MOTION by Board member Stroud made a motion for the Public Art Consultant to prepare an RFQ for the mural project to present at the October meeting. **Board member Murphy** seconded the motion.

VOTE WAS UNANIMOUS

Chairperson Stefanovic asked if anyone wanted to bring anything additional to the table. There were no suggestions offered.

The meeting adjourned at 3:53 p.m.

Scribner's Note:

These minutes reflect a meeting of the newly formed Art Advisory Board. Following these minutes compilation, the Art Advisory Board did not meet again until March 19, 2025. The concept and meeting of the Art Advisory Board was halted after the sudden resignation of Maria Stefanovic, general manager, of the Leesburg Arts Center. Due to that resignation and lack of meeting, this correspondence was never approved by the Art Advisory Board.

On July 28, 2025, the minutes were presented to the Leesburg City Commission and have been signed by me to complete a formal record of the meeting.

J. Andi Purvis, City Clerk

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 14, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, July 14, 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, the news media, and others.

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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!

Carol Nichols of 2061 Montclair Road, Leesburg, said she resides in the Oakridge Condominiums, which is located right by Berry Park. She thanked the city for fixing the fence because people were breaking it down and using it as a shortcut to get through to the park. They personally put some of their own money to put up a better fence because it was crumbling. That fence was located right where the homeless people were living in the woods. They would just come straight through. However, she was there because she needed help with something else. The music in the area of Berry Park is just too loud. It is constant, and the music just bangs and vibrates the houses. It is so loud that it shakes the windows and your inner being. Even if you cannot hear very well, you can feel it. It feels like the vibration is coming up right out of the ground. It is awful, and her fence is located right next to Berry Park. She was there to ask for help with getting a noise ordinance because, as she understood, Leesburg did not have one. She contacted the Town of Lady Lake, and she found out that they were using Florida Statute 877.03, which is called breach of peace. It says that a breach of peace is described as disturbing the peace and quiet of others, but it has to be witnessed by a police officer. The residents have to call and report it when it is happening, but the police have to witness it in order to give them a warning or give them a ticket, which is a misdemeanor. The people in the area need someone to do something. She suggested creating a committee to look into an actual noise ordinance or something that could be enforced, because they call and give their names all the time. They are ready to just give up, because why should they call the police when nothing is going to be done? It is now a preconceived notion that there is no help. They would also like to have lights installed because the sign at the park says it is open from dusk to dawn. It would be nice to have a light that goes on and off, so people know when it is time to go home. That way, they will stop playing their music. They would also like to request more no-parking signs and more police presence in the area. **Commissioner Pederson** pointed out that he has also received complaints. He wanted her to know that the city does have a nuisance ordinance, and the city would look into this for her. The city does not have a sound/noise ordinance, but we do have a nuisance ordinance which does apply, and the city has used that ordinance in situations like this before. **CM Minner** informed her that she should see the police chief in the back of the room on this issue. **Commissioner Berry** stated that the police and the community have been working together. There is more police presence in that area because they are aware of the noise, and it has been toned down significantly. In the area where they believe the noise is coming from, the city has now put up a no-trespassing order and, after a certain time, that area has to be cleared out. The city is aware of the situation, and the police department is working diligently with the citizens to solve the issues.

Pastor John Christian, Executive Chairperson of the Community Development Corporation, said last week he was out in Arizona at a National Convention. He was there teaching a class and promoting Leesburg, Florida to other leaders around the country. However, he was on his way to the Scottsdale Mall when he started receiving text messages from people asking if he was watching the City of Leesburg budget meeting. Anyway, he was there to comment on the statements and recommendations that were made at the budget meeting with regard to the Community Development Corporation of Leesburg and its participation in the City of Leesburg housing repair program. He wanted to stress the importance of removing blight from our city and that has been the commitment of the CDC since its inception in 1997. It has always been their focus. At that meeting, the commission discussed in detail the uncertainty of the future for CRAs in Florida, so it would be unwise and financial suicide for our organization to give away hundreds of thousands of dollars with no way of receiving a return. The CDC as an organization is preparing for the worst-case scenario, and he prays that they understand that. As a business with an uncertain future, they are not in any position to even consider giving away funds that do not align with their business model. Last year, the CDC received \$459,755 from CRA funds, and they are very well aware that this is taxpayers' funds. They are very sensitive to the nature of where these funds come from. They have tried to be good stewards by submitting an annual accounting of all CRA funds from the City of Leesburg since 1998. The expenses in 2024 totaled \$417,000, which included \$40,786 in utilities,

\$26,000 in property taxes, \$70,000 in insurance, and \$30,000 in interest. The CDC runs a very detailed organization and their strategic plan does not include housing rehab. They tried that as an organization in the past, and they spent over \$90,000 on rehab housing, which they found that did not work for a small non-profit in a small city. They even included the claw-back provision that said if someone sold their property within five years, they would have to pay the CDC back. However, when the residents came to the organization crying that they did not have the money to pay it back, they released the liens anyway. Their organization's priorities are in line with their mission statement. First is homeownership, then its economic development, preserving historical significance, and affordable multifamily homes. Also, he would not bring a problem forward without a solution. Housing rehabilitation programs are really handled by government entities or national nonprofits like Habitat or Community Action Agencies. In fact, the city has a mechanism which is the community development block grant program where cities and counties are funded for rehab, such as roof repair or replacement, plumbing, electrical updates, heating and cooling, structure repairs, and accessibility improvements. Lake County has a home repair program, and he heard Commissioner Pederson say it was a citywide issue. He believes the City of Leesburg could apply for that with Lake County or the CDC could get a small city entitlement again where they would receive \$750,000, then they could do these programs throughout the whole city for \$750,000. However, they gave up the small city entitlement to Lake County because we thought we would get millions of dollars. The city has that mechanism in place, and the CDC is not in a position to do home repairs.

Bill Polk of 600 Cascade Avenue, Leesburg, stated the reason he was there was because he made the mistake of reading the Daily Commercial last week. He read an article that said the city was thinking about giving up the shuffleboard courts for a housing project to a nonprofit. He wanted to warn the commission about one thing: there are many other non-profits in the City of Leesburg, and he could see where that could run into a lawsuit of discrimination because if they give to one and not to all. If they gave the shuffleboard courts to Pathways, everybody and their brother would be there wanting a piece of property to put up a housing development. He was not sure if that was really a housing development because it sounded like they would be tiny homes. He wanted to know if the city had gone through this organization's financial documents to see if they could even afford to put up the tiny homes after they received the property for zero? He was not sure how they would be able to do that. Would the city have to do the infrastructure down there? Would the city put in all the electric, water and sewer, all that stuff? He wanted to know if the city even thought about doing that. If the city gives a piece of property to a non-profit in the City of Leesburg, they need to remember that there are hundreds of other non-profits within the city. He knows it has been done in the past with Habitat for Humanity. If they give away one piece of property to one person, they will get a flood of people like this one here trying to get property to put in something they want. The commission really needs to think about that. Also, in the newspaper it said the shuffleboard courts have been there since 1985. That was a mistake on their part because the shuffleboard courts were there when he was a kid, and he was born in 1954. There are methods to renovate that place, and the city has the ability to make it worthwhile without moving it. The reason they do not see anybody playing there now is because the temperature is around one hundred degrees and, generally, the only time people play on those courts is in the winter, when the snowbirds come down to enjoy themselves. They have been doing that for years and years. He asked that the city not give away recreational property for a housing development in the City of Leesburg, please.

Thomas Brown of 1617 New Abbey, Leesburg, said he wanted to speak about converting the Leesburg Shuffleboard Complex into tiny homes. If the commission decides that is the route they need to pursue, he would highly recommend that they have an alternate shuffleboard facility. The area in that proposal was set up for pickleball courts between the Warehouse and Lakefront TV. That area seems to be the adequate size for shuffleboard courts. They need about twenty courts, and that would fit there. Also, if the city is going to build new courts, it would be highly recommended to have covered courts or enclosed

courts because it would save money on the upkeep of the courts. It would also benefit the city immensely because it would draw more people into the city because it would be the only facility in the northern district with covered courts. There are facilities in Lakeland and St. Cloud that are covered along with enclosed facilities in Zephyrhills at Betmar Acres. The city could use those as examples. Having covered courts would help reduce maintenance. If the city converted the shuffleboard courts, they could also install pickleball courts. They could do a mentorship program with the youths that would occupy the Pathways facility. Most of the players are at the end of their working lives, and the Pathways youth are at the beginning. The club members would be excellent mentors for young people even if the facility does not go there. Again, there is a lengthy history of shuffleboard in Leesburg. As stated, it has been around since the 1950s between Palmetto and Second Street. We need to keep the shuffleboard courts open even if they decide to change things for this coming season through the end of March. It would be ideal to have a new facility ready for the following season in October 2026.

Roger Brown of 3649 Fulcrum Place, The Villages started by thanking the commission for the prayer and the pledge of allegiance to the flag because we need more of that. However, he was there on behalf of the shuffleboard club. He has been in Florida for fifteen years. He is originally from Ohio. What he wanted to say, may put a little different spin and give some ideas. He used to sit where the commission sits. He has not met or talked to any commissioner in Leesburg, but they do have an important job. He has been in their shoes. He was also the head of a planning commission along with being a real estate developer. He does know the highest and best uses, and he also respects their jobs. It is not easy and there are always different opinions. He had a couple of things he wanted the commission to consider, because what he found out through his experience of being on the planning commission was that they needed to change an eighty-year-old zoning law. He understands there will always be differences of opinions. He knows about half of the people in the room, and he would not know any of them if it was not for shuffleboard. He has been in Florida for fifteen years, and he was blessed to be a coach. He coached his son and granddaughter. He wanted the commission to reconsider. He just recently became aware of this proposal. He did not know how long it had been in the works. He knows some things do go back and forth, but this is a small group to be aware of and this small group does add to a larger group. Again, he would not be in this area if it were not for shuffleboard. He loves sports and competition, and they would like to bring in more youth to this sport. He had two or three people this week ask him about shuffleboard. He became a pro, which does take a long time to do. He closed by saying, if it is not broken, do not fix it and if you build it they will come. Please do not take away the shuffleboard courts.

Mayor Reisman pointed out that before the next speaker comes. He wanted to ask Commissioner Burry about his intentions for this meeting regarding the shuffleboards. **Commissioner Burry** said he would give directions to the city manager and the attorney to draw up a warranty deed that is non-transferable in perpetuity that has a five-year period for substantial commencement reversion clauses in it. He did not know how long that would take to do, but the city attorney could provide directions. Then, a deed would come back before the commission where they would have an item on the agenda to be voted on. Tonight is only for conversation. **Mayor Reisman** wanted to know when that would be made available. **CA Watson** explained that they could have the deed drawn up fairly soon. He would say within the next couple of meetings that could be made available. **CM Minner** pointed out that it would be an agendaized item and the full commission would need to consider it. He knew that Commissioner Pederson would not be there for the July 28th meeting, so the city attorney could have it drawn up and ready for the August 11th commission meeting. **Commissioner Connell** stated that August 11th would not be good for him because there was a possibility he would not be there for that meeting. **CA Watson** said he could certainly have it ready for the second meeting in August. **Mayor Reisman** then said it would be agendaized for the August 25th meeting. **Commissioner Connell** wanted to make sure he had what was being proposed straight. He asked Commissioner Burry to repeat what he was requesting. **Commissioner Burry** remarked that he would like a warranty deed drawn up for the property in question and give it to

Forward Paths as a nontransferable in perpetuity. That way, they cannot give it to someone else or sell it to someone else. He would also like a five-year maximum for substantial commencement. If they do not do anything with it in five years, it will come back to the city. **Commissioner Connell** reiterated that he wanted a warranty deed that would basically be out there for five years and if the property is not developed within five years, it will come back to the city. However, during those five years, the city would not make any improvements to the property because we may not own it after three years. He pointed out that there was an item to be discussed at the upcoming budget workshop about capital improvements where they would put aside one million dollars for this site. It would include pickleball courts along with resurfacing the tennis and shuffleboard courts. That is a lot to ask because they would have to put it on hold for five years. Would there be enough funding to build these over five years? He is now asking them not to put any improvements back to this site when it is already tentatively in the proposed budget to move forward. They are going to discuss that at the workshop meeting. With that one million dollars, the city should renovate this site into a recreational sports complex. **Mayor Reisman** pointed out that he asked about that. **Commissioner Connell** said he understood that. **Commissioner Burry** said he wanted to let everyone know when it would come back because tonight there would be no vote. This is just a discussion matter. **Mayor Reisman** pointed out that, per the city manager and the city attorney, this item would be put on the August 25th city commission agenda. **CM Minner** stated that was the direction and that would call the question. At this time, it is however the commission wanted to proceed. The public can give their three-minute spiel, or they can wait until August 25th. **Commissioner Pederson** mentioned that the purpose of the mayor's comment was to be partial, and he appreciates the passion for shuffleboard. He recognizes everyone, but the commission has already heard these comments twice. He understands what they are trying to say. However, there will be another public hearing on this at the August 25th commission meeting. Tonight, there will be no vote. **CM Minner** mentioned that there was a direction made to staff by a commissioner to call a question which would bring a formal resolution to this body to consider and there would be a formal vote. It will be publicly advertised on the agenda for August 25th. **CA Watson** agreed. **Mayor Reisman** stated they would now go back to public comments.

Charles Wood of 2537 Buttonwood Road, The Villages, said he had been given the great honor of reading a letter that was provided by the president, Gail Howell of the Shuffleboard Club. She was currently up north taking care of her daughter who has cancer, so she could not make it to be here. The letter reads, I am Gail Howell, president of the Leesburg Shuffleboard Club. I am presently in New Jersey helping and taking care of my daughter who has cancer. However, I hope that the commission will listen to my plea for the Leesburg Shuffleboard. Shuffleboard was new to me when I arrived in Florida sixteen years ago, and it captured my heart. As an athlete, I love the competition and admire those shufflers who have learned the curves and speeds of the courts. It was exciting. I was admired by friendships made with shufflers up to ninety-two years of age. Shuffling is a serious activity for older citizens. I even played with a cane while I had a hip operation and physical therapy. I also love teaching children and older players. I taught my children and grandchildren when they came to Leesburg. They are learning and they still cannot beat me. I have made many friends all over Florida while playing in state competitions. I welcome the commission to come to the courts in Leesburg because they are known for their sloppy-joes and pulled pork sandwiches that are served at the tournaments. They have three district tournaments and three state tournaments which make the motels and restaurants flourish with members coming from distant places. It would be terrible if the Leesburg courts were gone or if the courts were closed. Many of the other courts, both private and city, have recently been renovated to continue and improve their play. Why should Leesburg be any different? We were once the epitome of shuffleboard courts. Please do not deny the seniors and future citizens the right to play. We have new members coming almost every week, and we teach people the tricks and true meaning of shuffleboard. We all work hard to maintain the courts and that pretty much covered it. **Mayor Reisman** asked if he wanted to provide that letter for the record. It would be disseminated to all commissioners.

Steven Clark of 109 South Lake Drive wanted to correct a misstatement made during last Thursday's budget meeting. He incorrectly stated that sixteen courts were required for pro-tournament play when, in fact, the requirement is for eighteen playable courts. If new facilities were provided, he would like all courts produced to be playable for tournament play. There may be twenty to twenty-four courts that would be needed to allow them to continue in the manner to which they have become accustomed to. At that meeting, several speakers referred to shuffleboard as just a game for those of us who play. However, it is far more than that. Shuffleboard is a community and a source of connection. It is a reason to stay active, and, for him, it is an extended family. He knows many others will speak of the profound personal and social benefits the club provides, and he will let their voices carry those stories. Over the years, he has served on numerous committees and commissions. He even served as a vice mayor. However, throughout his public service he made it a point to act with integrity and to be mindful of how his actions would be perceived. He recused himself from votes and discussions of agenda items that could have the appearance of a conflict of interest because trust matters. That experience gave him the clarity to call out what others may hesitate to say. The current proposal has been compromised by a commissioner's failure to recuse themselves from deliberations and votes that either directly or indirectly benefit multiple family members. He tried to extend the benefit of the doubt, but that doubt was erased by a willingness to prioritize the interests of one at-risk group at the expense of another at-risk group. Furthermore, the attempt to push through a motion for a quitclaim deed before the proposal was even scheduled for a regular commission meeting raised serious questions about intent and process. He urged the commission to demonstrate the integrity and accountability that the citizens deserve. Permanently table the current proposal and establish clear guidelines for future site proposals and guidelines that protect against real or perceived conflicts of interest.

Phyllis Sokol-Wood of 2537 Buttonwood Run, The Villages said she was there to read a letter from her grandson at the request of Commissioner Connell. He asked that he be there to provide an opportunity to show that the Shuffleboard Club is not just for old people. This is a fifteen-year-old, but unfortunately, he was on vacation. However, he wrote something for her to read. As a fifteen-year-old who had been part of the shuffleboard, Leesburg shuffleboard court community for six years, he had come to see it as more than just a place to play a game. It is a unique spot where different generations connect, sharing stories and friendly competition. The court has taught him patience and strategy, skills that go beyond the game itself. Being involved here has shown him the value of community. He learned from older members, hearing about their experiences, and gaining a sense of local history. It is rare to find a place where teenagers and seniors interact so naturally, learning from each other and building relationships. The shuffleboard court provides that special environment. Moreover, it is a place where everyone can participate, regardless of age or ability. It is not about being the best, it is about enjoying the game and the company. This inclusive atmosphere has made him feel like a valued member of the community, and he appreciates the sense of belonging it has given him over the years. Again, that letter comes from a fifteen-year-old. She also wanted to agree with the speaker before her about conflicts of interest because they were all concerned about that.

Mayor Reisman informed the audience that before they continue with public comments, the city attorney would like to make a statement. **CA Watson** said he wanted to let everybody know that they had gone through this conflict of interest discussion. He went through that discussion with Commissioner Burry. They went through the intricacies and everything that deals with that statute, and they came to the determination that there was no actual conflict of interest at this point. He welcomed everyone to review the statutes. He pointed out that they went through the discussions, and he did have that discussion with him. He went through the situation, the fact-intensive analysis, and it was determined that there was no actual conflict of interest. He also said that he would appreciate it if everybody would read up on the situation before pointing fingers and calling something a conflict, because that is a very serious

accusation that can carry a lot of trouble for people. **Commissioner Pederson** asked if he wanted to touch on the financial because there were no financial considerations. **CA Watson** agreed. It really rests on whether there is a financial benefit to the commissioner's relative or an economic harm or an economic benefit. In this situation, the relative in question does not draw a salary, nor are they an employee. There are a couple of employees of this company, but this particular relative is not and they have never drawn a salary. That really seems to be where the distinction comes down to in terms of whether someone is somewhat of a volunteer or whether someone is actually employed by that organization. The economic viability of the organization is more important if your paycheck is determined by that particular fact. So, the ethics commission has a number of decisions where they have looked at scenarios where people are essentially volunteers versus people drawing salaries and, typically, when somebody is a volunteer as opposed to someone drawing a salary, there is no economic benefit or economic harm to them depending on whether the organization succeeds or not. There may be good feelings for them, but that is not the same as an economic benefit. That is essentially the analysis that we have gone through and there is no economic benefit nor is there any economic harm. Since there is no economic benefit to the relative, there is no economic harm to the relative and there is no conflict of interest under the statutes.

Lilly Delosier of 1021 Room and Loop, The Villages, said she was a new member to the Shuffleboard Club. She was so blessed to have found them because they invited her to join. At that time, she did not have a lot of additional information because they had already been fed a lot of information about their desires. One thing she found last Monday when she was there was the interest in whether they were residents of Lake County or residents of Leesburg. Well, she resides in The Villages. She resides in Lake Denham and, yes, she lives in Lake County. She pays Lake County taxes and she pays Leesburg city taxes. She felt like she had a viable reason to be here. There are a lot of villagers that have that same scenario where they are a Lake County resident. This club is absolutely a good source of income for the city and the county. Besides the week-to-week playing on the courts, their tournament season begins in October, and it runs all the way through the end of March. They pull players in from far and wide. Some even come from Canada. They come from all over. The people that come are here for at least two to three days. They have to get hotel rooms, they have to eat and they shop. So all of that is income for Leesburg. She respectfully requested that these courts be maintained rather than torn down and relocated. The Forward Paths can take the time to find another suitable location for their tiny houses. They can all agree that the kids need to transition someplace out of foster, but they do not need to do it at the expense of all the seniors. They all worked to get to where they are now, and they should be able to enjoy their lives. They are more than willing to share the courts with those kids. They can come, play and enjoy shuffleboard. Tearing down the shuffleboard courts would be a huge financial cost to the city. They are going to build tiny houses anyway, so they should cut the costs in half and not destroy what they already have. Just build new houses on some other property that they do not have to deconstruct. She hoped the commission would take these matters into consideration, because these shuffleboard courts have been a viable part of Leesburg since the 1970s. Just as other people said, it has been an important part of their lives and to have it go away does not seem fair or make sense.

Daryl Kenyon of Ocala, said he has been a member of the Leesburg Shuffleboard Club for eight years. He also had a letter from one of the members of the Shuffleboard Club who was unable to be in attendance tonight. Her name is Christine Baumgardner, and she writes the Leesburg Shuffle Board Club has a long history in our city and an enviable reputation in the district of Florida players. Each year there are numerous tournaments held on these courts, including state level, and the masters. There are three courts that every club loves to play on, and Leesburg is one of them. Our members are diverse ages and of various skill levels. Anyone is welcome to join and players consistently teach anyone who is interested in the game. We have state-level pros who share their experience and pointers. Besides playing on the courts, our members work hard to maintain the courts, grounds, buildings, and equipment. Some of the

members recently planted flowers and bushes. They even landscaped around the ends of the main building. She has been a member for five years and she has thoroughly enjoyed her experience. She lives right up the street and drives down twice a week to play on these courts and meet with others who love the courts and the game. We need to be aware of the need for exercise and brain stimulation for seniors and shuffleboard provides that. Please do not eliminate this precious asset of the community.

Christine Inga of 107 Blanco Drive, Deland, said she would like to read a letter from a Leesburg Shuffleboard member who resides in Canada. Dear sirs, please do not forget the seniors. Over the past sixteen years, since his retirement, he and his wife have been wintering in Leesburg, Florida. The main reason they chose to stay in Leesburg was because of the shuffleboard courts. During his years of being involved with shuffleboard, he has been so inspired by the people who play this game and sport. Shuffleboard is a unique game because it requires hand and eye coordination, along with reasoning skills to outfox the opposition. It is not like pickleball, tennis, or any other team sport that requires physical dexterity, good motor skills, strength, or a great degree of stamina. Over the years, he has played with folks of all ages right up to the age of one hundred. As a case in point, he would refer to a lady named Doris Hankie. Doris was a long-term Leesburg winter resident who was a wonderful ambassador for the game of shuffleboard and the City of Leesburg. Doris played shuffleboard until she passed away at the age of ninety-three. She was a member of the Northern District in Florida, and she was in the International Hall of Fame. Doris was recently a team captain in the International Team Championship. She played in Canada, where her team won that division. Doris was a regular player at the Leesburg Shuffleboard Club. She also played with people with all sorts of disabilities and ailments. Over the years, she played with people who were in wheelchairs, people who used canes, along with knee, leg, and arm braces. Once again, there is no other sport or game that can accommodate persons with such disabilities. The Leesburg Shuffleboard facility is the hub for anyone wishing to play organized shuffleboard anywhere in Florida north of Lakeland. So, not only does the Leesburg Club have regular club play, they also host the northern district and state tournaments. In the past, they have hosted the tournament of champions and the master's tournaments. Tournaments are typically completed in two days. This requires that persons traveling long distances stay overnight at motels and hotels, etc. So, there is a financial impact on the community. He requested that compassion be shown and the Leesburg Shuffleboard facilities be left intact for the benefit of the Leesburg residents and seniors.

Joe Winga of 107 Blanco Drive, Deland, said he was the president of the Northern District Shuffleboard Association. He did not want to repeat everything that had already been said. However, the commission had a heck of a task in front of them, and he hoped they would make the right decision. He wanted to discuss what Shuffleboard is. The Northern District is composed of about five counties, and they have about one thousand members. In the State of Florida, there are about eight thousand people that play shuffleboard. There are twenty-seven states that compete and play shuffleboard, so that is a lot of people. Yes, they are mostly seniors, but that is because they have the time to play. However, we do have younger people coming into his club in Deland. They have a couple of thirty-year-olds, but it is difficult for them because they still have to work. Through all his travels he has found that they are pretty much self-efficient groups. Last year, after the hurricanes, they found damage to the clubs where the awnings and the lights had come down. So, a bunch of sixty-five-plus-year-olds came down and fixed the damage so they could hold a tournament the following Monday. He also comes to and plays in the tournaments in Leesburg. These groups are not a burden on the police or fire departments. They take care of everything. We are outside getting exercise and enjoying the fresh air. It is camaraderie and its being together. He asked that they not eliminate the club. If they lose the shuffleboard courts for these houses, the courts need to be relocated elsewhere, and before they move forward with the houses, they need to have the other shuffleboard courts built, so this sport can continue. They need to keep this sport for the seniors because so many people start coming after their spouse dies. They are sitting home bored, so they come out and mingle with people. They come out and meet other people. They are out living, they are not

sitting at home waiting to die. Nor are they sitting at home playing games on their computers. He asked the commission that they keep the Leesburg shuffleboard courts intact. If it is not at the current location, please move it to another location and have that other location up and running before closing the current spot. These courts bring a lot of people and businesses into the city. There are tournaments held here, and he plays in them. When he and his wife come to play, they stay overnight. They patronize the restaurants and shops. So they are bringing business in and they do not cause trouble. He urged the commission to think this through and to not eliminate the Leesburg Shuffleboard Club. They are viable and they are very good. He would not be surprised if any of the commissioners came down to play after they are retired, because they would be looking for something to do other than golf. They also have to remember that people do not want to be out there when it is one hundred plus degrees outside. He read comments that said the commissioners drove by there and nobody was there playing. Well, that is because this is a seasonal sport, and it is too hot to play right now. Their big time is October through the end of March. They are not out there when it is one hundred degrees. He would not expect any senior to be out there playing shuffleboard when it is that hot. There is a lot to this because he could go to the basketball courts and say the same thing. He asked the commission to keep this going for the people who are there and for the people who are coming in. Do not eliminate the Leesburg Shuffleboard Club.

Patricia King of 5919 Flint Loop, The Villages said she was asked to read a letter that says, dear city commissioners, we are Andy and Connie Hakes, and we are from Ohio. We are snowbirds and we winter for five months in Leesburg. It has come to our attention that the Leesburg Commission is looking at alternative plans for a development on the land where the Leesburg Shuffleboard Club currently exists. It saddens us greatly that this is even being considered because these courts and this club mean so much to so many. We selected Leesburg mainly because of the shuffleboard program. Leesburg Shuffleboard Club is known throughout Florida as having some of the best shufflers. Taking this program away from the city could cause many of us to relocate and look elsewhere for a program as meaningful as Leesburg Shuffleboard Club. Although we are snowbirds, during the five months that we stay in Leesburg, we spend thousands of dollars on lodging, restaurants, retail stores, and entertainment on a yearly basis. That not only includes them, but others in the club who do the same thing. The City of Leesburg benefits from the revenue generated by the Leesburg Shuffleboard Club members as well as the tournaments they host. The tournaments bring in many players from across the State of Florida to participate. They have to stay in hotels throughout the city, and they spend thousands of dollars in Leesburg. Leesburg Shuffleboard Club is not just a roster of members, it is a family. Not only do they play shuffleboard together, but they break bread together, and they support each other during times of need. The club is very meaningful to each member, and it is a support base for physical, mental, and emotional wellness. Taking this away would be detrimental to so many of its members. Shuffleboard has become a lifestyle for so many of the Leesburg Shuffleboard Club members. The club has been in existence since the 1970s at this location and those that live adjacent to the courts purchased their property knowing that the courts were there. For the city to come in and change the physical setting for the neighboring residents would change the ambiance. The proposed change could affect the neighborhood's property values and cause some people to relocate.

George Snyder, a resident of Leesburg, said he moved here three years ago from Clermont. He was the president of that club for four years. Leesburg is missing out because they could be using the shuffleboard courts for handicapped/special needs people along with the high school. In Clermont, the high school was involved. They found it very enjoyable as an extra sport and curriculum in high school. They also invited the special needs folks to come out and use the shuffleboard courts. They would come over once a week to let them exercise. It was amazing to see how coordinated many of those folks were and how useful it was for special-needs people. At this time, Leesburg is not making full use of the courts as they should. There would be a lot of gain if the courts were used in that manner. However, he questioned why the city would want to destroy over three hundred feet of fence and tear up concrete courts just to turn around and have to relocate and rebuild the shuffleboard courts somewhere else in

order to build homes. The shuffleboard club started way before the 1950s in Leesburg. It is almost like a historic society-type organization. He asked that the commission consider all the things that were discussed tonight before making the decision. If they are just going to leave the land sit five years, why not do it somewhere else where there is already empty land? There is surely empty land available somewhere in the city that would be more useful and a better fit.

Allen Dronsfield of 3409 Nursery Place, The Villages, said he was the vice president of Leesburg Shuffleboard Club. When he woke up this morning, he found on his computer a list of support letters that had come in and some letters came all the way from Newfoundland in support of this club. He knows all these people personally and they are quality players. He wanted to read one of the support letters because it really hit home. He would rather read the letter than repeat what everyone had already talked about. This letter comes from St. Pete, which is the oldest club in the game. They have one hundred courts and eighty percent of them are playable. The buildings on that property were built by the membership and at the time they were built they had eight to nine thousand members. They sent a letter of support to Leesburg saying, dear commissioners, I am writing to express my strong support for preserving and investing in the Leesburg Shuffleboard Club. While the Shuffleboard has long been appreciated by seniors for its accessibility and social benefits, its appeal and health value extend far beyond the demographic. Today, shuffleboard, like pickleball, is enjoying a well-earned resurgence. It offers a unique blend of strategic thinking, physical movement, and social engagement that benefits people of all ages. Whether you are twenty-five or eighty-five. The game challenges your mind, sharpens your focus, and encourages friendly competition. In a world where we are more digitally connected and socially isolated, shuffleboard provides an invaluable in-person outlet for meeting new people and building community. Communities that preserve modernized shuffleboard facilities are not just honoring tradition. They are interested in wellness, inclusion and recreational diversity. As someone who enjoys playing in tournaments and connecting with fellow shufflers, he could confidently say that courts like this in Leesburg are essential for growing the sport while welcoming a new generation of players.

Jacob Bonyage of 150 West Reading Way said he was the president of the board for the Forward Paths Foundation. After last week's meeting, they all left feeling bad for the shuffleboard group because it was pretty obvious that they were passionate about their sport. They made it pretty clear that this would be taking something away from them, because they would lose their ability to play tournaments in the area if these courts went away. When he went home, he did a quick Google search, and found out that was not really the whole story, because not only are there multiple locations for tournaments throughout Lake County, there are multiple locations that hold tournaments in the City of Leesburg already. That has never been mentioned, not even tonight. Tavares has tournaments where they have twenty courts. Mid-Florida Lakes, located in Leesburg, holds a tournament already and they have eighteen courts. Hawthorne of Leesburg holds tournaments and they have twenty-four courts. The courts that they are talking about right now are just one of many options that they already have for tournaments in the City of Leesburg. The Hawthorne Shuffleboard Club also has a Facebook page where this weekend they were asking for help with, and he quoted, boosting the membership numbers at the Leesburg Shuffle Club because the mayor had asked for a membership list. They called for snowbirds and people from other districts to come to the meeting tonight, meaning people who do not live here, and to sign up for the Leesburg Shuffleboard Club to help them inflate their numbers for this meeting. People began replying, and even posting their out-of-state home addresses, saying, "count us in." They are manipulating their numbers to make it seem like more people are playing on these courts than who are actually playing on those courts. So, the city will pay to maintain courts that very few people actually use. He was sorry, and he understood because he saw their passion for this. He understands that this game is important to them, but there are options in Leesburg already. There are other places to play. They are so grateful for the generous consideration of this land from the city, and they plan to remain honest and transparent about their plans. They talked a lot about why their project needed to be in the downtown area. Location is

crucial for their project and this location is very similar to their Eustis location, which has seen a lot of great success. It is close to a main thoroughfare that offers accessibility for transportation, and it is walkable to downtown. It is close to job opportunities and schools. At the end of the day, this is the city's property, and it is their responsibility to decide the property's best use. Forward Paths plans to build a beautiful project that the city and the community can be proud of.

Lauren Ritchie, a member of the board of directors of Forward Paths, asked the commission to disregard any membership list as part of the consideration when this comes up for a vote. She thinks the shuffleboard club has improperly inflated these numbers. They can read about it on their page because they did it without any kind of shame. It would be wrong to use those numbers to make a decision. However, if they would like to talk about numbers, she would like to tell them that affordable housing in this county is pretty much non-existent. If anyone has a kid who is trying to rent a house, the Orlando area has bounced in and out like every six months. They are either in the top five or the top ten. They were even at the top number one of the least affordable places to live based on the amount of money that people draw in salaries, which caused a huge problem. Last year, at the time, they opened ten cottages in the City of Eustis and, after getting everybody moved in from Blazburg, they were full. At that time, they had about twenty-two or twenty-three kids, and today they are housing forty-two. This problem is not going away, and it will keep going up. We also pay \$150,000 a year to the community for the kids who run into problems paying their rent or electric bill. So, they are supporting a lot more people than it actually appears, and it is going to get worse over time. She wanted to clarify a couple of other things. First, there were concerns about the property sitting there for five years and that is not the case. Forward Paths has the money in the bank today, so they could pull this project out of the ground in ninety days. They would build precisely what they built in the City of Eustis because it works. Also, she would like to point out that the city attorney gave an explanation of why there was no conflict of interest and the main reason was that the executive director, Denise Burry, does not take a salary from Forward Paths and neither do her children nor her husband.

Sharon Wilde of 347 Hawthorne Boulevard said the comment on Facebook was made by her and not one person who paid became a new member. They were existing members of the Leesburg Shuffleboard Club. These people pay to be a part of the club. They do play on the courts on a regular basis during the season, and they play during the tournaments. It was decided that the club was trying to scam you. They have to remember that this is the off season for shuffleboard and most of their members are snowbirds, so they are currently gone. Annual dues are paid in the fall. So, in order for them to have a current membership, she reached out and asked people to please pay their membership earlier rather than later so they could have an official list to provide to the commission. She wanted to speak on behalf of all club members and this would be directed at Forward Paths. None of them from the Leesburg Shuffle Club are opposed to helping the youth transition from foster care. What they are opposed to is placing a tiny band-aid on a problem that definitely needs more help than what this property size could provide. Please find another property that can provide the most help to the youth. Moving the courts will only cost the city more money, and it could be spent more effectively elsewhere. She would rather see more than ten children helped. Also, an updated all-sports complex would be an excellent addition to this community. She pointed out that she was the chairperson at Hawthorne and Hawthorne is private, so this club cannot come and use their courts unless they are invited. So, stating that they have all these other options to go play on is wrong because Mid-Florida is also private, so they cannot just go and play on those courts. Another thing that was mentioned was the fact that there are multiple locations to hold tournaments. Well, they have twenty-seven or more tournaments a year in the Northern District, which does not include any of the state tournaments. We have to split those tournaments between the clubs so it would be effectively financially viable for them to support this club. When these people come in to play at these clubs, they have to provide water and clean the courts. We have expenses for the meets and things like that. We only have three places that we can play, and we have to split the expenses. We cannot afford to

lose these shuffleboard courts in Leesburg. She hoped the commission thinks about it and decides that they really need to help these youths in a bigger picture than what this 1.7 acres could accomplish.

Carol Helfer of 1841 Harding Path, The Villages, said she found the Leesburg Shuffleboard Club in 2006. She became the secretary in 2016, and she still holds that position. She was the person that put together the membership, and it was not inflated. They received some money, but they had sixty-five members before she did that, and they currently have seventy-three members. They are not trying to scam anybody. The people that came in were existing members. These members are currently out of town, but they wanted to help, so they sent in their money. She did not believe that it was a scam, nor did she appreciate being called a scammer. The mayor asked about where they lived, and he wanted to know how many lived in Leesburg, so she provided that information. She also wanted them to know that she does live in The Villages, but she also belongs to St. Paul's Catholic Church in Leesburg. She also volunteers at the hospital in Leesburg and her husband, who has a plane, parks it at the Leesburg airport. They are in Leesburg all the time. They do more things in Leesburg than they do in The Villages, but their home is located in The Villages. However, where they live should not matter, it should only matter what they support. She has a vision and if we kept this complex the way it is and fixed up the courts, we could have a wonderful recreational complex. They could add corn holes because that is a cheap alternative and people like to play corn holes. There is a little bit of land at this location that they do not use, so why not use it for corn holes or bauchi ball courts? They could add a couple pieces of outdoor exercise equipment for people to use. They could purchase some simple equipment that does not cost a lot of money and that would also help draw people to the downtown. They could have a recreation complex that includes pickleball, tennis, and shuffleboard. They could have everything included there. She can visualize people coming to this complex to enjoy themselves and have fun. Tearing down the courts and moving them would be an expensive proposition considering they are already there. They may have to pay \$500,000 to build another complex, because it is expensive to build these courts. She asked the clerk today, when she dropped off the membership list, if there was any type of thing that Leesburg did with the club when we took it over in 1985. However, she was not aware if the clerk had a chance to find anything yet. Anyway, she could see a great vision out there.

Nathan Gauger of 1318 Quail Court, The Villages, said he was not there for shuffleboard because he wanted to talk about the incubator. As he understood, the incubator was there to build businesses and help businesses flourish in Leesburg. He was a CPA and he owns Blue Heron CPAs. His goal was to help the community and the financial community here. During his tenure he found \$300 to \$500,000 worth of theft. He found \$1 million worth of missed refunds that should have been filed for, and he also found \$3 million worth of tax fraud from tax preparers that had been providing incorrect information against IRS guidelines. The goal is to provide information to people in this area. He has been in that incubator for the past three years, and his contract is up for renewal. He has been attempting to get this renewal in front of the commission over the past three months. They have been discussing options, but he does not think it is fair to pay \$65 to \$70 a square foot for incubator space. He understands that he is under the limitations of what the grant originally suggested. His company is still under five years old, and he is trying to provide the community with a financial resource because there are only twenty registered CPA firms in Lake County. He was not aware if the commission knew that, but this is one of the most needed services in Leesburg. Currently, citizens have to travel to Eustis and Orlando, because there are no resources here for them to go to. He was willing to pay what is essentially \$30 to \$35 a square foot because he was sure there were real estate people present that knew that as reasonable. Also, whenever he lifts the ceiling tiles, he can see the sky, and occasionally it does rain. He was not arguing about that, but it did matter because he wanted to make a deal. However, he was looking for the smallest office in the incubator so he could have meetings there. The meetings would only be thirty to forty days out of the entire year. He was willing to pay \$250 a month in order to provide small businesses with two hours of his time every single month so long as the incubator manager or the other economic development entity there, which is LEAD,

was willing to set it up, and they were made aware of it. It is just two hours. He was a licensed CPA, and he was voted as one of the top fifteen young CPAs in the state. He even received an award from the FICPA. Currently, the incubator has three or four businesses that use three rooms and the other ten rooms are occupied by the economic development agency, which is not working towards building the offices. **CM Minner** commented that Mr. Gauger was looking for direction from the commission, but first he wanted to fill in a couple of gaps. Mr. Gauger's lease expires in the incubator on August 31st. Blue Heron, which is his company, had an incubator lease for three years. The framework of that was, during the first two years the rent for the room was \$300 a month and in the third year it would be \$350 a month. That is the standard lease rate that we charge for the incubator to support businesses that are growing. Through discussions with the applicant, he is seeking to extend his lease. While Mr. Gauger does all those things that he said, these are indicative of a business that is thriving well. In the past, when renewals have come before this body, the commission has balked at renewing leases on the precipice that the incubator is for growing businesses that need an advantage to start up. He had that discussion with the applicant, and he sent him a lease concept that would extend his lease to \$400 a month for the first year and \$500 a month for the second year. He rejected that concept, so he put together another lease and sent it to him last week based solely on his request. It was \$250 a month for one year, and that is sitting in his mailbox. If the commission wants that lease executed, they need to let him know. They could give him the authority to execute that this evening and that lease could be made. The applicant's argument was that they do more for economic development, and they help businesses. He understands that, but he just needs the commission's directions. Essentially, this is a case of a staff negotiation that did not meet the intent of the applicant, and that applicant is now before the commission seeking higher relief than what staff made, because that was more than he was willing to give. So, whatever the commission's direction is, we can move forward. From the audience, **Mr. Gauger** stated that he did have the lease with him, and it was signed. However, there were a lot of additions to it. He received the lease on Friday, and he was told to have it returned by the end of the day, which left him only two hours. However, with the fact that there were add-ons in the first paragraph, he wanted to read through the whole lease. **CM Minner** pointed out that it was the exact same lease that was previously signed, with the modification of rent. **Commissioner Pederson** said in an effort to help, he was a commercial realtor. He does not know about the space in the incubator, but there is space downtown on Main Street that starts at \$250 to \$350 a month. He encouraged him to look into that. **Mr. Gauger** said he looked, and they were asking between \$400 and \$450. **Commissioner Berry** asked about the repairs. Are repairs needed to the incubator because the applicant said there were issues and was the city made aware of those issues? **CM Minner** responded that those issues had not come to his attention. He will speak to Sandy Moore about them to see if we have any issues over there. **Commissioner Berry** indicated that would be something they really need to look at. **Commissioner Connell** stated that right now, they are still under public comment. If they are looking to have further discussion, he would like more information provided. This item could be put on the next agenda so they can formally discuss it. **CM Minner** asked the commission if they wanted the draft lease on the agenda? **Commissioner Connell** stated he would prefer that we do it that way as opposed to what they are doing right now. **Mayor Reisman** added that they would have more backup. **Commissioner Connell** agreed. **Mayor Reisman** pointed out that it would be on the July 28th agenda per the commission. **Commissioner Pederson** indicated that he would support the city manager, so he was okay with him being absent from the next meeting.

Denise Burry of 401 Sunnyside Drive said she was never ready for this conversation, but this is what she would call not in my backyard (NIMB). She knows a lot of people will understand where she was coming from because they are familiar with her, but a lot of people on the opposing side are not. Although she thought more of them would be more familiar with her by now. She wanted to share a conversation that her mother-in-law encouraged her to have because the conflict of interest had come up, and she felt like the need to explain how they got there. After the birth of her sixth son, she lost her closest friend to a car accident. She did not know if anyone else had ever lost somebody on the spur of the moment, but her

friend had four younger children around the same age as theirs. So, for about a year, she helped take care of them. She then talked her husband into adopting them, so they adopted two of her children. Shortly after that, she had somebody come to her who said she would make a great guardian ad litem and at that time she had no idea what a guardian ad litem was. However, it is somebody who represents children in the dependency court system. So, after being told that twice, she took on that job and when her first kid aged out of foster care, she had no clue how to help them because she was so worried about the day-to-day stuff. She was convinced if the community understood what happened, there would be a change. At that time, they formed a non-profit and her son was one of the first directors. She considers herself blessed, which is why they adopted the children and that is why she became a guardian ad litem. She never made money from it and Florida was privatized, so they had to adopt them outside the country. However, that is why she does what she does and that is how they got the Forward Paths. They were working with homeless youths and working with kids aging out of foster care. They hosted six homeless kids in their home along with five exchange students when there became a crisis in the high school that her other kids attended. They do this to make a change. Her son has sponsored more than one of the houses that were built, and her mother-in-law sponsored another one. Her son donated over \$100,000 and her mother-in-law donated around the same amount of money. Their family has put the money where their mouths are. She does not have that kind of money, but they are financial donors, and she gives one hundred percent of her time. Her family has moved more kids than they would like to know. The youths that she works with are young adults, and she wanted to tell everyone what they do in Eustis. They have ten people that work in a bistro, one in a pharmacy, two in a gas station, one is a machinist, and another one works at Kroger. Plus, nine youths work in hospital or rehab situations. Three are camp counselors, two work at a car dealership, one works for UPS and another one works at a Dollar Store. Two have entered the military, and they will both be stationed in Japan, but they are in special training right now. This is why they do it. She was sorry that this had caused the amount of pain that it has, but she is dedicated to youth and she took a vow. Thank you.

Barbara Lafferty of the Oakridge Condominium Community said she lives in a wonderful community except for being located right next to Berry Park. Her house is the very last house on Montclair, so she is just a few feet away from the park. They moved here from Texas two years ago, and it has been a living hell. She cannot explain the horrible noise that they have to endure. She has a ninety-year-old relative that she cares for who has dementia. She is not doing well because of the noise. Her husband has had three heart attacks in one year. They do not know what else to do. It has gotten to the point where it is like mental torture with the vibration and loud noise. It goes on all day and into the night. She has called many times about the noise. They also hear gunfire when they are sitting outside, so they have to run in. They sit and wonder what will happen next. She does not know how else to explain the situation, but it is unbearable, so, unfortunately, they will be forced to move. It is entirely up to the city and there should be some kind of code for noise and there should be some kind of limit, whether it be day or night. There should be someone enforcing the code if there is any. From what she has heard, there is no noise ordinance in Leesburg. Other than that, she does not know what else to do except to ask the city to look into it because they do not want to move because they love it here. However, they cannot take it anymore. The vibration rattles the whole house, her dishes rattle, and it is not fair.

Darel Craine of 2005 Helms Avenue said the shuffleboard courts have been a part of the Leesburg Recreation Center for as long as he could remember, and he has lived here for seventy years. The courts have been a part of the Venetian Gardens, and these people have built a club around those courts. To take that away feels like the city is saying "oh well." So what about the ballfield at Pat Thomas? Would the city just give that away? Would the city do something like that because this situation does not feel any different? These people are passionate. They have been there and they have done everything. He worked with them for over thirty years when he worked for the City of Leesburg. They have always been good tenants. He does not understand why the city would take their facility away from them without looking to

see if there was another usable area that could be donated, if that was what the city wanted to do. He hoped that the commission would think about this hard and make the right decision.

Rick Tallman of 655 Abdella Way, The Villages, said he was there on behalf of the Leesburg Shuffleboard Club. He wanted to remind the commission that there was a vision and mission statement on the website. It stated that Leesburg is to be a diverse community energetically working in collaboration to ensure that the City of Leesburg upholds its history, ambiance, and natural resources to become and stay a vibrant community. They heard tonight about the history of shuffleboards. Then the city's mission is to provide effective and efficient municipal services that promote public safety, economic growth, and quality of life. They are talking about the quality of life for seniors here who enjoy this game. The city also had a number of goals listed. The first ones were about utilities and stuff, but goal number four says the city will utilize Leesburg's natural resources and the slogan the "Lakefront City" to enhance recreational and leisure amenities. They are asking the city to enhance the courts. They should drive by to see how bad the shuffleboard courts look because that is on the city. Goal number five is to foster an environment where local governance is collaborative, transparent, and physically sound. The reason they are all there is because of what happened last Thursday. It was totally unethical because it was a budget workshop meeting and Commissioner Burry tried to make a motion to put in a quitclaim deed, which was stopped. Then he wanted it put on the agenda for this meeting. **Commissioner Burry** said no. **Mr. Tallman** continued to say that it was and there were minutes of that meeting. He tried to add to this agenda, and it was said that it could not be done. Going back to your mission statement for recreation. The recreation department's mission is to enhance the quality of life for Leesburg citizens by providing affordable, high-quality recreation facilities, programs, and services. Now, if they go to the Susan Street project, it aims to provide exceptional facilities for the youth of Leesburg while fostering economic growth through sports tourism. They heard about all the people that are coming here to play these tournaments, and that is sports tourism. One last thing, with what happened at the workshop meeting, that is what brought all these people out, because it seemed to be on a whim to make a motion to pass it without it being on an agenda. **CM Minner** responded from a staff level that this item needs to come back if the commission wants to pontificate further than that, but from the perspective of the workshop meeting, that was an example of good government and transparency. It is the opposite of what the last speaker just complained about, because Commissioner Burry brought up the concept and asked at that meeting to have a warranty deed brought up, and he made a motion. He was the one who corrected him while he was sitting in the city attorney's seat. He was the one that said he could not do that because it was a workshop. The commissioner accepted that and a couple of other things were discussed about whether it could be brought to this meeting. His recollection in that context was that the city attorney would not have had time to write up anything for this meeting. He recommended to the commissioner that he bring up the issue at this meeting as a directive and not as an opportunity to skirt one by the public. So, any interpretation other than what he just said is an incorrect interpretation of this body and the process. Quite to the contrary, the City of Leesburg does an excellent job at transparency and informing the people of when controversial topics are going to happen. Whether it be moratoriums that Commissioner Connell brought up, which he also mentioned at the meeting, or whether it was a quitclaim or warranty deed that this body wanted to bring up. Then this commission has gone out of its way to agendaized this by giving the public plenty of notice. He believes the public has the right to like or not like a commission decision, but to insinuate that the commission was trying to trick the public or that they were not being transparent is totally wrong. **Commissioner Connell** asked that he clarify more on that because he did not understand. He asked the city manager to put a temporary stay on housing on the agenda two weeks prior, so he did not understand how he was lumping him into this conversation. **CM Minner** answered to go back to that conversation. He thought his comment was that he plays pretty loose with the commission on directives about how things are put on the agenda. Commissioner Connell's request for a moratorium was a one-member request for a resolution. He did not come to the body about what their opinion was on whether the question should be asked in a formal forum. He directed him to

put a resolution on the agenda and that agenda was requested. That request was satisfied by him, and it was brought to the body. **Commissioner Connell** indicated that it was put on the agenda with a two-week notice to the public. He did not put anything on the agenda at the last second, and he wanted that to be clarified. **CM Minner** responded that it was done in a similar fashion because Commissioner Burry directed him in a public meeting that he wanted something done. He told the commission about how they should and should not go about doing that. So, those requests were similar in a procedural nature. If this body wants to be more specific, then they need to discuss among themselves how they want to inform the city manager about how to agendaized items. We can do work items, or we can take the singular approach like we have done, which has worked pretty well. However, what does need to be called on the carpet, is that this body works extremely well, and they have worked extremely well with him. We have been very liberal about how we agendaized stuff and when one commissioner asks for something, it is put on the agenda. So, Commissioner Connell, you had the same opportunity with respect to the moratorium and Commissioner Burry and these folks are getting the same opportunity. In fact, they are getting even more notice because the matter is not even being discussed until August 25th. Yes, this item did come up during a workshop meeting, but that is where things like this are germinated and discussed. They are then sent to a regular meeting where they are formally opined. So, to put out to the public anything contrary to that is not good government. **Commissioner Connell** said he was not there to speak about this situation. He was there to clarify a comment made about him because he asked for something to be put on an agenda. It was on the agenda two weeks prior to the meeting. He did not ask for a vote at a meeting where it was not even on the agenda. He was very transparent about what he wanted and that was why he asked for it to be put on the agenda for public comment and public knowledge leading up to the meeting. He did not appreciate him trying to lump him in with whatever was being insinuated here tonight. That was absolutely apples to oranges of what he did. He wanted to go on the record because if that was what he thought, then they were on different pages. **CM Minner** replied that typically they are. **Commissioner Connell** agreed. **CM Minner** continued to say that Commissioner Burry had the same issue that he did. **Commissioner Connell** disagreed. It was handled differently. He was not saying anything against Commissioner Burry about how he handled it. He was not there to speak with Commissioner Burry. He was there to clear the record because this is twice now over the last two meetings where he tried to insinuate that he did something underhanded, and it was absolutely not true. **CM Minner** explained that he would end by saying he was one of the bosses, but he did not insinuate that he did anything underhanded. **Commissioner Connell** mentioned that he had a disagreement with how it was presented the last two times. **CM Minner** expressed that it was not an insinuation of how they did business because there are procedures.

Commissioner Burry stated he had a question regarding the shuffleboard courts. He wanted to know if someone was in the audience who could speak on behalf of the club because he had a couple of routine questions that needed to be clarified. First, why are there locks on the gates at the shuffleboard court? **Mr. Dronsfield** responded that the gates were not locked, and those locks belonged to the city. **Commissioner Burry** wanted to verify that they had never locked the facility. **Mr. Dronsfield** explained that when Amy Fleck was the deputy director of public works, there were some problems with the homeless coming into their hallway and setting up camp. The homeless put cushions on the ground and they installed a microwave. The homeless moved right in on them. So, Ms. Fleck came over and put the city locks on those gates and, since then, they have changed and the entrance to the facility is now on the asphalt at the south end. He personally took the lock off because it did not allow for emergency vehicles to come in if someone fell and hurt themselves. The only lock that is on that gate right now is the city lock and that is at the west end. The shuffleboard people do not come in and out of that gate. **Commissioner Burry** asked if the public could walk right in and play at any time. **Mr. Dronsfield** answered yes, as long as they brought their own equipment. The gates are open. **Commissioner Burry** said they were not open by the tennis courts. **Mr. Dronsfield** stated the gates are open, so if they bring their tennis rackets and balls, they can play tennis. **Commissioner Burry** wanted to clarify that he was

saying the locks are never on the gates. **Mr. Dronsfield** stated they could walk right in the gate. A **gentleman from the audience** said if they look at it, the chain is there and the lock is there, but it is not locked. **Mr. Dronsfield** said he took one of the links and he fake locked it. It is not locked because they can walk right through the gate. **Commissioner Burry** pointed out that The Villages are always open. He wanted to make sure that the public was asking the city to maintain a facility that is open and available to the public. **Mr. Dronsfield** answered yes, it is open. **Commissioner Burry** then said the perception was that it was locked up, because that was what he had just said. It is not really locked, but there is a chain around it to look like it was locked. **Mr. Dronsfield** explained that the entrance to the shuffleboard club, the front entrance, is a walk-through gate which is wide open, so anyone can help themselves. **Mayor Reisman** closed public comments and thanked everyone for their comments.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.C.1 - Authorize the outsourcing of the School Crossing Guards to All City Management Services (ACMS)

5.C.10 - Execution of a Vacant Land Contract for purchase of certain real property located on William Street and described more particularly in the contract

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.1 and 5.C.10, and Commissioner Berry 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 June 9, 2025

2. Regular meeting held June 23, 2025

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida

authorizing the Mayor and City Clerk to execute a Design Contract Amendment Number 1 with Jones Edmunds for additional engineering services on the LS-72 Bypass Force Main Project in the amount of \$153,590; and providing an effective date.

ADOPTED RESOLUTION 12,057

C. RESOLUTIONS:

- 1. Resolution of the City Commission and the City of Leesburg, Florida to authorize the City of Leesburg and Leesburg Police Department to outsource the School Crossing Guards to All City Management Services (ACMS); and providing an effective date.**

ADOPTED RESOLUTION 12,058

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

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

Mayor Reisman requested comments from the Commission and the audience.

CA Watson said he did not have much on this. However, there was a comment about cleaning up the indemnification section in the contract. So, basically, they wanted to expand the indemnification protections. As he understood, Captain Romanelli had discussed that with the contractor, and he received a revised contract back, but he did not have a chance to clear it. He suggested that if the commission was agreeable, they could entertain a motion to approve this subject to attorney revisions on the indemnification section. He would then have an opportunity to look at the revision. He had already suggested language, and he was assuming that it was in line with what he suggested. If so, they would be good to go. **Mayor Reisman** asked if there were any commission comments. **Commissioner Pederson** indicated that it sounded reasonable to him. **Commissioner Berry** asked under number sixteen of the contract where it says the contractor may request a price increase as a result of any legally mandated increases. What would be considered under that? **CM Minner** responded that a legally mandated increase would be something statutory. **CA Watson** indicated that it would be a state for a federal change in minimum wage. **Commissioner Berry** wanted to confirm that they would have a sixty-day notice regardless. **CA Watson** agreed. He also noted that this is terminable upon a sixty-day notice. So, if something came back wonky with numbers, there was a termination out for the city. **Mayor Reisman** thanked him for the clarification.

Commissioner Berry moved that they accept the modification that the city attorney had listed and to move forward, Commissioner Pederson seconded the motion.

Mayor Reisman asked if there were any further questions about the modification. 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.

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

ADOPTED RESOLUTION 12,059

3. **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 TLC Banning Ranch LLC, regarding natural gas service to the development known as Banning Ranch – Phase 4A; and providing an effective date.**

ADOPTED RESOLUTION 12,060

4. **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 TLC Banning Ranch LLC, regarding natural gas service to the development known as Banning Ranch – Phase 4B; and providing an effective date.**

ADOPTED RESOLUTION 12,061

5. **Resolution of the City Commission of the City of Leesburg, Florida, designating the City Manager or their designee as the Administrative Authority to approve Plats and Replats pursuant to Section 177.071, Florida Statutes, as amended by Senate Bill 784 (2025); providing for conflicts, severability, and an effective date.**

ADOPTED RESOLUTION 12,062

6. **Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2025-26 to the Lake County Property Appraiser; and providing an effective date.**

ADOPTED RESOLUTION 12,063

7. **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 M&C Hunt LLC, regarding natural gas service to the development known as Huntington Oaks; and providing an effective date.**

ADOPTED RESOLUTION 12,064

8. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2024-25 Budget for the General, Carver Heights CRA, Electric, Gas, Airport and Fleet Services Funds for the Third Quarter; and providing an effective date.**

ADOPTED RESOLUTION 12,065

9. **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 Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pod 2; and providing an effective date.**

ADOPTED RESOLUTION 12,066

10. **Resolution of the City Commission of the City of Leesburg, Florida approving execution of a Vacant Land Contract for purchase of certain real property located on William Street and described more particularly in the contract; and providing an effective date.**

ADOPTED RESOLUTION 12,067

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

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner said this item was in reference to the Susan Street project. When we endeavored to do the rectangle field concept at Susan Street, the initial entry plan sought to come into the park off US 27. However, for a number of reasons, that plan did not work. We actually did a negative change order and determined there was about a \$500,000 to \$750,000 savings if they were to come in off of William Street. The concept of where we were going to come in from William Street was through a parcel immediately behind PAT Sales. It would have been between Pat Sales and the parcel numbered 1653380, which is the alt key number. We have a forty-foot easement or strip of property that would have given us access to Susan Street from that area, and the commission approved that concept. The problem that we encountered with that concept was that there is a utility pole right smack-dab in the middle of our forty-foot easement.

So, we now have two choices. Choice number one is to move the utility pole and the cost estimated to move that utility pole is \$85,000. However, he would be remiss to note that it would not be a hard cash value of \$85,000. Now, there are three components that make up these types of relocation; there is a labor component, where we pay labor no matter the project, whether the electric crew is trimming trees, putting lights back on after a storm or moving poles. We have to pay those salaries. So, they are a cost, but they are an inherent cost. The equipment is kind of the same thing because the digger derrick might be doing something different or what have you. So, while labor and equipment are each around \$25,000 estimated for the project, there is about \$30,000 for materials. There is a real material cost to moving a pole. We negotiated a concept where potentially we may not have to move the pole if we purchased the empty lot, which was the lot mentioned as alt key number 61653380. It is owned by a Ms. Edmonds. If we shifted, and purchased that empty lot, we could then shift the driveway into that empty lot. Then there would be no need for us to move the pole. So, we negotiated with Ms. Edmonds for some time and when we negotiated with her, she sent us to her real estate broker. We negotiated for quite some time and ultimately the best deal that we could bring forward for consideration was the deal that they are considering tonight, which is not to exceed \$55,000. Some of the parameters in the deal have contingencies based on commission approval and based on not doing an appraisal, because the offer of \$55,000 is considerably above market value. The market value of that lot is between \$7,500 and \$10,000. So, why is there a delta in the offer versus market rate? And the answer is that it simply makes sense for the city. It makes sense in terms of not having to relocate a major utility pole, and it saves the project about \$30,000. There are two options at this stage. If the commission wants to move forward with the land purchase at this price, the city attorney already has an agreement written up that says the city will not spend one penny more than \$55,000. We would shift some of the traditional costs over to the seller due to paying a substantial amount over-market. If the commission chooses to buy the lot, the city would save a couple of dollars. If the commission decides not to buy the lot at this stage, we will move forward with relocating the utility pole. We will either purchase the lot and save a couple of bucks and some time, or we will move the utility pole. **CA Watson** pointed out that if the commission decided to purchase the lot, there would be an appraisal requirement because it is baked into state statutes, but because this property is valued under \$100,000, the commission may choose to waive the appraisal requirement. If the commission were to move forward with the purchase and if the commission were agreeable to waiving the appraisal requirement, that would be a good thing for this particular project considering the numbers involved. **Commissioner Berry** asked about the light. Would that be where the signage goes for the entrance, or would it be closer to the roadway? Where exactly would it go? **CM Minner** answered that the bigger lot would provide the city with more room, and they would weave it in a little bit more, which will in turn provide more room for signage. **Commissioner Berry** wanted to know if they could do both. Could there be a sign that tells people where they are going as well as how to get there? Wasn't that the intent? **CM Minner** replied that it was probably a secondary intent because the primary purpose right now was to get into the property as cheaply as possible. **Commissioner Berry** wanted to know if there would be signage, so people knew they were going there. **CM Minner** responded yes, but whether we can weave that in as part of a project we will have to wait and see where we are with contingencies. However, a sign is contemplated ultimately for that location and having that lot would help us to put up a nicer sign. **Commissioner Berry** said last time we talked about this, we were considering the Griffin Road entrance because of Williams Street. We were not sure about the space of entering that way. Would there be signage as well as an entrance to get in? **CM Minner** stated at this time, the signage is not considered in the motion. It is just the purchase of the lot. **Commissioner Connell** said the secondary exit to get to Susan Street seems to be a real problem. Originally, it was proposed to come off US 27 through Pizza Hut and Pat Sales. There was also a motion on the floor that was suggested by the city manager to pay for some engineering fees to lay out an easement across there. At that time, he questioned why we would pay any engineering fees prior to getting with the property owners. He was given the response that that was not the way we do it. At that time, he felt like we were putting the cart before the horse, but the commission voted to move forward with spending money on the consulting engineering

fees before we even found out if the property owner was going to play ball. Then, after the fact, we find out they were not. So then the second option was to come through William Street, and he believes at that time he was told that Williams Street was an easement which was about three hundred feet long to get back to Susan Street. Now we are here, and he had a question about the three-hundred-foot easement that we own, because it was proposed to the commission to use as an alternative secondary route to get to Susan Street. So, how is it possible that over a three-hundred-foot easement that is a city easement, that we did not know there was a utility pole in the middle of it and that it would cost \$88,000 to move? How did we not know this? It is not like it is an underground utility of somebody else's. It was a city utility pole, so how did we not know it was there before this stage? He did not understand that, and he was looking for an explanation because it is not like it was a tree that grew there overnight. He did not understand how we missed this. Then option two is that we pay over five times the amount for a piece of property than what it is actually worth in order to get around this pole. He was baffled at how we would not know a utility pole was in the middle of a three-hundred-foot easement. We are not talking about thirty miles or even three miles of rights of way or a utility easement. We are talking about three hundred feet, so how could we not know a pole was there? **Mayor Reisman** asked if there were any further commission comments before opening up for public comments? There were none. He then asked if there were any public comments? There were none. **CM Minner** mentioned, as the city attorney advised, they may want to amend the motion to include waiver of the appraisal. **CA Watson** agreed.

Commissioner Pederson made a motion to amend 5.C.11 to add a waiver of the appraisal requirement, and Commissioner Burry seconded the motion.

Mayor Reisman asked if there was any further discussion by the commission. **Commissioner Connell** wanted to know if there was a reason why we did not know that our own utility pole was in the middle of this. **CM Minner** explained that the easement was not three hundred feet, it was about forty to fifty feet wide by one hundred feet long and the reason we missed the pole was because we simply missed it. **Commissioner Pederson** stated he would call this an ordinary course of business for both the private sector and government. He wanted to point out that Commissioner Connell will attack the city manager any chance he gets. **Commissioner Connell** clarified that he was just asking a question about why we missed a pole being in the utility easement that we were planning to use as a secondary exit when we had already approved to use it for an entrance and exit. This is the eleventh hour again, and we are now being told that this entrance does not work for whatever reason. However, it was just a question, and he did not appreciate being attacked. It was a question that he asked the city manager to explain, and the city manager gave the explanation. **Mayor Reisman** asked if there was any further discussion? There was none.

The roll call vote was:

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

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

11. **Resolution of the City Commission of the City of Leesburg, Florida, approving and authorizing execution of a corrective warranty deed regarding certain real property that was intended to be conveyed to Leesburg 470, LLC by warranty deed recorded in O.R. Book 5222, Page 1759, Public Records of Lake County, Florida, to correct a scrivener's**

error in the legal description; and providing for an effective date.

ADOPTED RESOLUTION 12,070

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. SECOND READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning on approximately 0.81 +/- acres to allow for outdoor storage uses for a property generally located west of Richey Road and south of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road PDO)**

ADOPTED ORDINANCE 25-38

Mayor Reisman asked the city attorney to perform the swearing-in. **CA Watson** asked anyone wishing to speak on any agenda item under the first or second readings to stand and raise their right hand. He swore them all in.

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

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

Mayor Reisman stated it was his understanding that the applicant had requested this ordinance to be tabled indefinitely. **CA Watson** pointed out that it was okay to do that because it would have to be readvertized. **Mayor Reisman** asked if they were to vote on this and vote it down, how long would the applicant have to wait before he could bring it back? **CA Watson** answered there was a one-year requirement, but he was not sure if that would clearly apply in this situation. He would have to look into that, but the maximum would be one year. **Commissioner Berry** wanted to know if we knew the reasons for the request and if the reasons need to be stated? **Senior Planner (SP), Max VanAllen** responded that the applicant emailed them asking for more time to come back with a definite plan. That was based on commission comments at the last meeting. They would like to move forward when they are ready to come back and, hopefully, they will have a site plan for the commission to contemplate along with a revised PDO based on commission comments. **Commissioner Pederson** wanted to know if they needed to set a date. **CA Watson** indicated that they did not because they would have to readvertize for that hearing. If they were to set the date and time certain, they would not have to readvertize everything because it would be a continuance of this already-noticed hearing. **Mayor Reisman** asked the city attorney what he would recommend they do. **CA Watson** explained that under the circumstances and at this point he would recommend that they pull it from the agenda and continue it indefinitely pending further direction from the applicant. If nothing is going on after some period of time, the planning and

zoning department could bring that back and shut it down.

Commissioner Pederson made a motion to continue this at a later date, the second reading, and Commissioner Berry seconded the motion.

Mayor Reisman asked if there was any further discussion. 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 tabled the ordinance.

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption" for certain multifamily rental units; providing for findings; providing for opt-out; providing for applicability; providing for advertising and notice to the Property Appraiser; providing for no Waiver of Rights; providing for an effective date and expiration; providing for severability and conflicts; and providing for an effective date.**

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

Mayor Reisman requested comments from the Commission and the audience.

CA Watson said essentially, the statute allows an additional tax exemption for live local project developers. Local governments such as the City of Leesburg are offered the opportunity to opt out of that tax exemption. So, essentially, this would eliminate an additional tax exemption that would exist for developers of live local projects. **Commissioner Berry** asked if it was to the city's advantage to opt out? **CA Watson** answered in a sense, but it may be neutral for the city, because really this is a private entity benefit and, by opting out of the tax incentive, the city takes that tax benefit away from the private developer. **Commissioner Berry** said this was something we would be going forward with, with the new legislative laws that have come through. Will we hear this more often? **CM Minner** responded that they will hear live-local more often. **Commissioner Pederson** added that it still needs some fine-tuning. **CA Watson** pointed out that fine-tuning was one way to put it. **Mayor Resiman** asked if there were any further comments by the commission and the public ? There were none. He stated this item would lay over.

- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 24.43 +/- acres; and being generally**

located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 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. (Dilly Lake MF & Gas ANNX)

Commissioner Burry introduced ordinances 6.B.2, 6.B.3, and 6.B.4 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Reisman requested comments from the Commission and the audience.

Planning and Zoning Deputy Director (PZDD), Kandi Harper, said the applicant was present if the commission wished to hear from him. She was not sure if they had a presentation. However, this is a commercial project located at the intersection of US 27 and the Turnpike. It would provide for a gas station and a few other options, as well as a living option. City staff found this to be an excellent place for this type of development. Again, the applicant is here if the commission would like to speak with him. **Mayor Reisman** asked the applicant if they had a presentation?

Robert Moon of KPM Franklin, located at 6300 Hazeltine National Drive, Orlando, said they did not have a presentation. However, he would be happy to answer any questions, or he could walk them through the site plan if there were any questions. **Mayor Reisman** asked if there were any questions for the applicant? **Commissioner Connell** said he would reserve his comments for second reading. **Commissioner Burry** said they were requiring a four-foot berm at the front of US 27, but he saw nothing noted on the Turnpike side. **Mr. Moon** responded that the Turnpike side has a natural berm. Plus, the property drops that way, so the Turnpike would be going up, and the property would be going down. There is quite a difference in grade there. **Commissioner Burry** wanted to know if there were any expectations that the residents would have noise problems from the Turnpike? He knows there is a pond at that end. **Mr. Moon** agreed and said with today's construction material windows, they do not necessarily expect that or anticipate that. **Mayor Reisman** asked if there were any further commission or public comments. There were none. He requested that the applicant provide a brief presentation at the second reading to go over everything with the commission in more depth. He stated this item would lay over until August 25th.

3. **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 24.43 +/- acres from Lake County Regional Office to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas SSCP)**
4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 24.43 +/- acres from Lake County PUD (Planned Unit**

Development) and to City of Leesburg PUD (Planned Unit Development) to allow for the development of 300 multi-family dwelling units and convenience store with 16 fueling stations, for a property generally located west of U.S. Highway 27 and north of Ronald Reagan Turnpike, lying in Sections 6, 7, and 12, Township 21 South, Range 24 and 25 East, Lake County, Florida; and providing an effective date. (Dilly Lake MF & Gas PUD)

5. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 12, Township 21 South, Range 14 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. (Kalos ANNX)**

Commissioner Pederson introduced ordinances 6.B.5, 6.B.6, and 6.B.7 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Reisman requested comments from the Commission and the audience.

PZDD Harper stated this was fundamentally an economic development opportunity as well as an opportunity for students in Leesburg to learn a trade. This is expanding and relocating a business, a corporate office, and it would also provide housing for people. This is a very good location for this type of development. It would look good on the Turnpike as well as on US 27 as the gateway into Leesburg. Again, this is an economic expansion and it provides an opportunity for people. The applicant is present if the commission would like to speak with them. **Mayor Reisman** asked if the applicant would like to say anything.

Darcy Unroe of Unroe Engineering, 2750 Taylor Avenue, Orlando, said they are the engineers for the project. He did not bring anything with him to discuss, but he would be happy to answer any questions. **Commissioner Connell** asked what kind of businesses? **Mr. Unroe** answered it would be mechanical, plumbing, and electrical. They are based in Clermont now, and they want to move their headquarters here. The idea for this project was to create a campus feeling because it is a large piece of property, and they did not want to overdevelop it. They want a really nice office warehouse along with a training center for their employees and the community. There would be about thirty units or so of residential that would primarily be for their employees, but, of course, it is open to others. It would not be restricted or anything. That is the general gist of the project. **Commissioner Burry** said he had written down sixteen units. **Mr. Unroe** agreed and said he may have overstated. **Commissioner Burry** wanted to verify that the housing was planned more for employees. **Mr. Unroe** agreed. That was the goal and idea. They want to have a place for their employees to work and live. They also have people that come in from out of town, so they may save a couple of units for those folks. That way they would have a place to stay when they come to visit. **Commissioner Connell** asked about the name of the company. **Mr. Unroe** answered it was Kalos Services. **Commissioner Connell** wanted to verify that he said electrical and mechanical? **Mr. Unroe** responded it would be electric, mechanical, and plumbing. **Commissioner Burry** wanted to

know if they anticipated any problems because they were showing a bridge over a little piece of wetland. **Mr. Unroe** responded that it would be for small access. They purchased another piece of property farthest south of the Turnpike to get away from that intersection. It was kind of a funky way to get in, but that is the only way to access this property. **Mayor Reisman** asked if there were any other commission or public comments? There were none. He stated this item would lay over until August 25th.

6. **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 real property consisting of approximately 90.28 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos LSCP)**

Commissioner Pederson made a motion to transmit this application to the state for review, and Commissioner Burry seconded the motion.

Mayor Reisman asked if there was any discussion on this. There was 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 approved the transmission of the application to the state for review.

7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 90.28 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 12, Township 21 South, Range 14 East, Lake County, Florida; and providing an effective date. (Kalos PUD)**

C. NON-ROUTINE ITEMS:

1. **Selection of Voting Delegate for Florida League of Cities 2025 Conference**

Commissioner Burry introduced the item to be read by title only. CC Purvis read the item by title only.

Mayor Reisman said he knows Commissioner Berry is planning on going, and he believes he will be able to attend as well. However, he did not know if anyone else had any intentions of going. If Commissioner Berry was willing, they would be the voting delegates. **Commissioner Pederson** thanked them both for attending. **Mayor Reisman** asked if they needed to make a motion on this item. **CA Watson** indicated that they needed to decide which one would be the voting delegate. However, they do not need to make a motion on that. They just needed to decide who. **Mayor Reisman** said he would go to the conference, but

Commissioner Berry could be the voting delegate. **Commissioner Burry** mentioned that the conference runs from August 14th to August 16th.

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreements for Re-Openers with the Florida Police Benevolent Associations, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.**

ADOPTED RESOLUTION 12,068

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

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner stated this was the collective bargaining agreement for the police benevolence association with all the terms that were discussed during the budget workshops. **Mayor Reisman** asked if there were any other comments from the commission or the public. 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 resolution.

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Ratification of the Collective Bargaining Agreement for Re-Opener with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.**

ADOPTED RESOLUTION 12,069

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

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner stated this was the collective bargaining agreement for the IAFF that included all the ramifications and benefits that were discussed during the budget workshops. **Mayor Reisman** asked if

there were any commission or public comments? 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 resolution.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

A. FY 26 Budget Update

CM Minner said following up on the budget. He was going to provide periodic budget updates as they went through the process. Basically, we had the DR-420 that was under the consent agenda and that was approved. So, that set the millage rate at the current rate, which was a tax increase. They do not have to use that millage rate, but they cannot go above that. Also, today, with the commission ratifying the CBAs, it now ratifies the agreements for the last year of the three-year term and FY 26 will mark the end of both CBAs. So, he would estimate that come April 2026 they will start in earnest to open up the whole CBA and negotiate all articles. He will be back to the commission about this time next year. As far as other budget ramifications, there was really nothing else to report on.

10. ROLL CALL:

Commissioner Pederson had no comment.

Commissioner Berry had no further comment.

Commissioner Connell said he forgot to hand out a letter during the shuffleboard courts discussion. He had a letter from Elise Dennission, and she would like it submitted as a public record. He passed a copy to each commissioner.

Commissioner Burry had nothing to comment on tonight.

Mayor Reisman informed everyone that this Saturday they will be holding the Back-to-School Bash at the Venetian Center. He would love to see everyone out there supporting our eight local schools. He also wanted to thank the Hope Coalition, the Leesburg Police Department and all the volunteers who came out and helped over the weekend at Walmart, stuffing the SWAT truck and collecting money to provide backpacks and school supplies for our eight local schools. Kudos to them and all the volunteers that helped. He closed by saying he would see everyone at the budget workshop meeting that is scheduled for tomorrow at 5:30 p.m.

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 Pederson and a second by Commissioner Burry, the meeting adjourned at 7:38 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: July 28, 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 Amendment No. 4 to an existing contract with Odyssey Manufacturing Company; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Odyssey Manufacturing, Company to enter an agreement extending the terms of the original agreement.

Analysis:

The purpose of this amendment is to extend the contract until September 30, 2026.

Procurement Analysis:

On October 1, 2021, the CITY and CONTRACTOR entered into a Fixed Unit Price Agreement whereby the CONTRACTOR agreed to provide and deliver Liquid Sodium Hypo-chlorite 12.5% to the CITY.

Options:

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

Fiscal Impact:

Funds for purchases of Liquid Sodium Hypo-chlorite would be reflected in the various operating accounts.

Account No. 043-30xx-572-5280 & 044-40xx-535-5280

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT NO. 4 TO AN EXISTING CONTRACT WITH ODYSSEY
MANUFACTURING COMPANY; 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 **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Boulevard, Tampa, Florida 33619, agreeing to provide Liquid Sodium Hypo-chlorite 12.5% (IFB 210241).

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 28th day of July 2025.

Mayor

ATTEST:

City Clerk

CONTRACT AMENDMENT No. 4
FOR
CONTRACT NO. 210241
Liquid Sodium Hypochlorite

THIS AGREEMENT is made as of the 11th day of August in the year 2025, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on October 1, 2021, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide Liquid Sodium Hypo-chlorite 12.5% to the CITY on an "as-ordered basis" (hereinafter referred to as the "Agreement").

WHEREAS, the CONTRACTOR has requested a unit price cost adjustment from \$1.45 per gallon to \$1.57 per gallon to offset the price increase in the raw materials needed to manufacture the product and other circumstances stated in a letter dated July 9, 2025.

WHEREAS, the CITY has reviewed the cost information and prices index provided by the CONTRACTOR and believe approval of the price increase is warranted and in the best interest of the CITY when considering other alternatives.

WHEREAS, the CITY and the CONTRACTOR desire to enter Amendment No.4 to amend the unit pricing for the term ending September 30, 2026.

WITNESSETH:

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.** The parties agree to amend the unit pricing for the term of the Agreement through September 30, 2026.
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.** 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 Contract 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.

[Signature page follows.]

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

CONTRACTOR
ODYSSEY MANUFACTURING COMPANY

By: _____

Its: _____

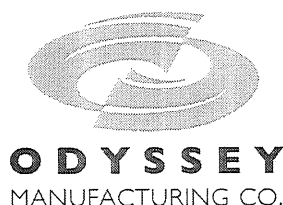
(Title)

CITY
CITY OF LEESBURG, FLORIDA

Alan Reisman

ATTEST:

J. Andi Purvis, City Clerk



July 9, 2025

Ms. Maria Hritz
Senior Buyer
City of Leesburg
204 North 5th Street
Leesburg, FL 34748

Re: **CITY OF LEESBURG SODIUM HYPOCHLORITE CONTACT
(IFB NO. 210241)**

Dear Ms. Hritz,

As you know, the subject contract expires on September 30, 2025. The contract has two one-year renewals remaining on it. The purpose of this letter is to notify the City of Leesburg that Odyssey is willing to renew this agreement for another year from October 1, 2025, through September 30, 2026, with a change in pricing from \$1.45 per gallon to \$1.57 per gallon (a change of 8.3%).

Over the past year, our production costs have continued to go up. Our salt contract escalates at 3% per year. Our electricity cost went up over 12% (our electric bill is over \$350,000 per month). Our wages have increased 4.5%, which in this tight labor market, is necessary to keep plant operators and tanker drivers. Unfortunately, our insurance premiums for liability insurance increased over \$700,000 with the recent renewals. This alone represents the equivalent of just over a \$.01 per gallon cost increase. Transportation costs continue to escalate as we have to continue to add drivers each year to deliver the same number of gallons because of the transportation gridlock around Florida. Each driver with its equipment, fuel, salary and benefits adds about \$250,000 to our costs each year and last year we had to add three additional drivers to deliver basically the same volume of sodium hypochlorite.

Another barometer to use for justifying the increase is to look at the recent sodium hypochlorite bids in the marketplace. The below table represents all of the bids in the State of Florida for sodium hypochlorite in the past twelve months. As you know, the City of Leesburg's volume is approximately 500,000 gallons. Thus, the proposed pricing is very reasonable in light of these bids especially the recent Villages bid.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
6/25/2024	Town of Jupiter WTP	310,000	\$3.25	\$1.74
6/25/2024	Town of Jupiter Pump Station	4,000	\$3.25	\$2.95
7/10/2024	City of Lake Worth Beach-Full Truck	265,000	\$1.59	\$1.70
7/10/2024	City of Lake Worth Beach-Partial Truck	30,000	\$1.69	\$1.95

MANUFACTURERS OF **ULTRA-CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

7/11/2024	City of Oviedo WTP/WWTP	527,000	\$1.61	\$1.70
7/11/2024	City of Oviedo Pools	17,000	\$1.74	\$2.55
7/11/2024	City of St. Petersburg	2,000,000	\$1.70	\$1.45
7/17/2024	The Villages	600,000	\$2.18(*)	\$2.40(*)
7/22/2024	Pasco County – Bulk Deliveries	2,314,800	\$1.58	\$1.85
8/5/2024	Hernando County – Bulk Deliveries	354,500	\$1.89	\$1.75
8/7/2024	Seacoast Utilities	250,000	\$1.68	No Bid
8/13/2024	City of St. Augustine	260,000	\$1.84	\$1.60
8/14/2024	Charlotte County	586,000	\$1.67	No Bid
8/28/2024	New Smyrna Beach WTP/WWTP	425,000	\$1.89	\$1.55
10/17/2024	Tampa Bay Water	10,760,868	\$1.85	\$1.45
11/20/2024	City of Tallahassee	906,000	\$1.94	\$1.73
2/21/2025	Volusia County	270,000	\$1.67	No Bid
3/11/2025	Peace River Manasota	750,000	\$1.64	\$1.82
4/1/2025	City of Tarpon Springs	150,000	\$1.97	\$1.63
4/22/2025	City of Cape Coral	1,372,000	\$1.96	\$1.58
5/15/25	City of Palm Coast	580,000	\$1.74	\$1.89
6/10/25	Town of Jupiter WTP	310,000	\$1.66	\$1.78
6/10/25	Town of Jupiter Pump Station	4,000	\$2.25	\$2.95
6/17/25	The Villages	600,000	\$2.08	\$1.84

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. Unfortunately, production capacity is very limited in the marketplace right now during the summer months, which is also impacting pricing since the demand is greater than the supply.

Sincerely,



Patrick H. Allman
General Manager



October 1, 2024

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on October 1, 2024, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of April, 2024.


Stephen Sidelko, Secretary

CORPORATE SEAL


Marvin T. Rakes, President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 91 Lake Morton Drive Lakeland FL 33801		CONTACT NAME: Michele Crifasi PHONE (A/C, No, Ext): 863-688-5495 FAX (A/C, No): 863-688-4344 E-MAIL ADDRESS: MCrifasi@higginbotham.net	
License#: 2081754		INSURER(S) AFFORDING COVERAGE	
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619		NAIC #	
ODYSMAN-02		INSURER A: Illinois Union Insurance Company 27960	
		INSURER B: Zenith Insurance Company 13269	
		INSURER C: ACE American Insurance Company 22667	
		INSURER D: Hamilton Insurance Designated Activity Company 0	
		INSURER E: Axis Surplus Insurance Company 26620	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 112577111

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ xcu GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		G24092975016	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Hired PD			H08450377016	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A D E	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			G24092987016 ENVXSHI279494-02 P-001-001431932-01	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Z066828621	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability (\$5k Ded) Professional Liability (\$25k Ded)			G24092999016	10/1/2024	10/1/2025	Each Poll Condition A \$1,000,000 Ea Prof Occurrence Ag \$1,000,000 Retro Date 10/1/2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Umbrella/Excess Liability Limit \$5,000,000 and all follows form: (Umbrella/Excess covers the General Liab, Auto Liab, Workers Compensation and Pollution/Professional policies) [Carrier A: Illinois Union Insurance Company, Policy #G24092987016, Eff 10/1/2024 to 10/1/2025 - Limit \$2,000,000. Carrier D: Hamilton Insurance DAC - Policy# ENVXSHI279494-02, Eff 10-1-2024 to 10-1-25, Excess excluding Auto \$3,000,000, Carrier E: Axis Surplus Insurance Co., Policy# P-001-001431932-01, Eff 10-1-2024 to 10-1-2025, Excess over Auto only \$3,000,000.]
Stephen Sidelko - Secretary - Excluded under Workers Compensation
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are additional insureds with respects to the General liability policy including products and completed operations coverage when required by written contract.

CERTIFICATE HOLDER

Lee County Board of County Commissioners
PO Box 398
Fort Myers FL 33902-0398
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: July 28, 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 an amendment to the existing contract with Greg Brown Painting, LLC,; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Greg Brown Painting LLC., to enter an agreement extending the terms of the original agreement for an additional two (2) years.

Analysis:

The purpose of this amendment is to extend the contract until September 30, 2027.

Procurement Analysis:

The CITY and Greg Brown Painting LLC. previously entered into an Agreement for the provision of painting services on a time and materials basis. The city and Greg Brown Painting LLC. wish to execute Amendment No. 3 to the Original Agreement to modify the terms as set forth herein.

Options:

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

Fiscal Impact:

Funds for any services would be available in the various department budgets.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING
THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE
EXISTING CONTRACT WITH GREG BROWN PAINTING, 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 whose address is 521 Midland Avenue, Apopka, Florida 32703, for paint 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 28th day of July 2025.

Mayor

ATTEST:

City Clerk

**THIRD AMENDMENT
OF A FIXED UNIT PRICE AGREEMENT**

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 (hereinafter referred to as the "CITY"). and **GREG BROWN PAINTING, LLC** whose address is 521 Midland Avenue, Apopka, Florida 32703 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on July 9, 2018, the CITY and CO TRACTOR entered into a unit price supply agreement whereby the CONTRACTOR agreed to provide Painting 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. The parties agree to extend the term of the agreement to SEPTEMBER 30, 2027.

b. Employment Eligibility. Effective January 1, 2021 at 12:01 AM EST, the CONTRACTOR becomes 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 CO TRACTOR other than as defined above.

4. 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.

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

“GREG BROWN PAINTING”

By: Harry Brown

Its: Owner / Member
(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: July 28, 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 a Fixed Unit Price Agreement with Puff ‘n Stuff, LLC for Emergency Food Services for City Response Personnel in the event of a disaster; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the Agreement for Emergency Food Catering Services with Puff ‘n Stuff, LLC.

Analysis:

The City of Leesburg is preparing for future emergency events by acquiring bids from qualified companies to provide on-site emergency food services (catering) to the City of Leesburg response personnel. Services would be provided on an as-needed basis in the event of a hurricane, and/or, the event of a disaster.

In order for the city to obtain the maximum reimbursement of costs from the natural disaster, the Federal Emergency Management Administration (FEMA) requires the City to establish a contract for the services offered by the company.

Procurement Analysis:

The Purchasing Division issued Invitation for Bid (IFB) 2501001 on March 31, 2025. This opportunity was posted on the City’s eProcurement portal and advertised in local newspapers. Additionally, staff directly notified known local companies.

On May 7, 2025, the Purchasing Division received and publicly opened two bids; however, one of these bids was deemed non-responsive.

After reviewing the remaining bid, staff determined that Puff ‘n Stuff, LLC, is a qualified and responsible bidder.

Procurement staff believe that the low number of submissions was expected due to the nature of the requested services.

Options:

1. Approve the resolution authorizing execution of the agreement with Puff 'n Stuff, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Services would be provided on an as-needed basis in the event of a hurricane, and/or, the event of a disaster. Any expenses the City incurred would be submitted to FEMA for possible reimbursement.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
FIXED UNIT PRICE AGREEMENT WITH PUFF 'N STUFF, LLC FOR
EMERGENCY FOOD SERVICES FOR CITY RESPONSE PERSONNEL IN
THE EVENT OF A DISASTER; 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 Puff 'n Stuff, LLC, whose address is 250 Rio Drive, Orlando, Florida 32810 for Emergency Food Services for City Response Personnel (IFB 2501001).

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 28th day of July 2025.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 28th day of July 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 Puff 'n Stuff, LLC whose address is 250 Rio Drive, Orlando, FL 32810 (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) 2501001 Emergency Food Services for City Response Personnel; and
- c. The CONTRACTOR's response to IFB 2501001 made electronically on May 7, 2025; and
- d. The Supplemental Conditions titled "Required Federal Compliance Regulations" included herein as EXHIBIT 'A'.

2. **Scope of Services.** The CONTRACTOR shall provide Emergency Food Services for City Response Personnel to the CITY as listed in Invitation for Bid 2501001 as described in EXHIBIT 'B'. The unit costs of the services shall not exceed those stated in EXHIBIT 'B' except where the cost adjustment clause has been exercised following the initial Performance Period. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

3. **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.

4. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment Terms are Net 30 days.

5. **Initial Term of Agreement.** The Initial Term of the Agreement will be through December 31, 2028.

6. **Renewal.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through December 31, 2028. Following the initial performance period, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

9. **Termination for Convenience or Cause.**

a. **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 notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should 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 will 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 subcontractors 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.
- iv 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.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii 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. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

24. **Jurisdiction.** 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. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Tracy Vessillo, President

Address: 250 Rio Drive

City, State & Zip: Orlando, FL 32510

Telephone: 407-629-7833

Email Address: tracy@puffnstuff.com

CITY Contact Information

Name/Title: Brad Chase, Director of Electric

Telephone: 352-801-2781.

Email Address: Brad.Chase@leesburgflorida.gov

26. **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.

27. **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.

28. **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.

29. **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.

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes 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.

31. **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 is following 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.

32. **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.

33. **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.

PUFF 'N STUFF, LLC

By: Tracy Vessillo

Printed: Tracy Vessillo

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

EXHIBIT 'A'
REQUIRED FEDERAL COMPLIANCE REGULATIONS
FOR EMERGENCY RELIEF PROGRAM

Federal regulations apply to all City of Leesburg contracts using Federal funds as a source for the solicitation of goods and services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardees must comply with the following Federal requirements:

1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

2. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

3. CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

5. CONVICT LABOR

Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

6. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair).

7. COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

9. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

11. SUSPENDED AND DEBARRED CONTRACTORS

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

12. REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

13. RETENTION OF ALL RECORDS

The Contractor is required to retain all records for seven (7) years after grantees or sub grantees make final payments and all other pending matters are closed.

EXHIBIT 'B'

BID RESPONSE FORM

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs. Unit cost must include all associated expenses that may be charged to the City. These include, but are not limited to, refrigeration, storage, transportation, staff time, beverages, and serving supplies. Any costs not outlined in this bid response form will be the financial responsibility of the Contractor.

Item No.	Description	Unit Cost	Annual Estimated Quantity	Annual Estimated Bid	Years	3-Year Total Estimated Bid
1	Breakfast	\$ <u>39.09</u> / per meal	X 150 =	\$ <u>5,863.50</u>	X 3	\$ <u>17,590.50</u>
2	Lunch	\$ <u>27.45</u> / per meal	X 150 =	\$ <u>4,117.50</u>	X 3	\$ <u>12,352.50</u>
3	Dinner	\$ <u>37.53</u> / per meal	X 150 =	\$ <u>5,629.50</u>	X 3	\$ <u>16,888.50</u>
4	Overnight Shift Lunch	\$ <u>27.45</u> / per meal	X 25 =	\$ <u>686.25</u>	X 3	\$ <u>2,058.75</u>
5	Supplemental Snacks	\$ <u>9.00</u> / per day	X 150 =	\$ <u>1,350.00</u>	X 3	\$ <u>4,050.00</u>
6	Mobilization Charge	\$ <u>1,500.00</u> / per event	X 1 =	\$ <u>1,500.00</u>	X 3	\$ <u>4,500.00</u>
Company Name: <u>Puff 'n' Stuff Catering, LLC</u>				Total Estimated Bid (Items 1-5, 3 Years): \$ <u>52,940.25</u>		
Company Address: <u>250 RIO DRIVE</u>						
<u>ORLANDO FL 32810</u>						

Check to indicate if items will be delivered via (a) common carrier _____ or
(b) owned / hired vehicle X.

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF LEESBURG, FOR
SCHOOL RESOURCE OFFICER PROGRAM (2025-2026)**

This **AGREEMENT** is entered into by and between the **City of Leesburg**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place four (4) **City of Leesburg** Police Officers at **Leesburg Elementary (1), Beverly Shores Elementary (1), Leesburg High (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide four (4) sworn **City of Leesburg** Police Officers who are certified pursuant to Section 943.10(1) Florida Statutes to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. **Term of Agreement.** The term of this Agreement shall be for the next school year, beginning the 1 1th day of August 2025 through the last day of school for students in May 2026.
2. **Compensation.** The SCHOOL BOARD will pay the **City of Leesburg** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1 it day of September 2025 for services rendered beginning August 11, 2025 and continuing on the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. **Scope.** The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.
4. **Background Investigations.** The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 101 2.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, Florida Statutes, to indemnify and hold harmless the SCHOOL BOARD, it's officers, agents and employees from any liability in the form of physical injury. death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further. nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.
5. **Assignment of Officers.** The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school here the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved Lo the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period. the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing.

The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to THE LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security. Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. **Dismissal/Replacement/Absence.** The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.
7. **Leaves/Coverage.** The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.
8. **Hours of Assignment.** The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.
9. **Additional Hours of Assignment.** Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.
10. **Off Campus Assignments.** Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.
11. **Reassignment in Emergency Situations.** Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. **Supervising Authority.** During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.
13. **Salary and Benefits.** The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.
14. **Vehicle.** The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.
15. **Threats to School Safety.**
 - A. Pursuant to Section 1006.13(4), Florida Statutes, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.
 - B. If requested by the School Principal, or his or her designee, the SRO or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety. Upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.
16. **Termination of Agreement.** This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT AGENCY:

Chief of Police
City of Leesburg Police Department
115 East Magnolia Street
Leesburg, FL 34748

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersede all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF. The parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF
LAKE COUNTY, FLORIDA**

By: _____
Print: Tyler Brandeburg, Chairman
Date: _____

Attest: _____
Print: _____

Approved as to form:

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF LEESBURG, FLORIDA

By: _____

Print: Alan Reisman, Mayor

Date: _____

Attest: _____

Print: _____

Approved as to form:

City of Leesburg Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Leesburg Police Department's standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers , duties, and responsibilities inclusive of his/her position as City of Leesburg Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however , activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee .
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer's supervisor of the school's calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
- 11 . In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.
12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.
13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.
16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly, will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.
17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After-Action Report submitted by school administration.
18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.
19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.
20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.
23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.
24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO 's law enforcement duties, obligations, and/or powers.
27. The SRO shall work with school administration when determining whether an arrest should be made , or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO ' s law enforcement duties, obligations, or powers.
28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.
29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.
30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act (" FERPA").

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: July 28, 2025

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of fifty-one (51) cancer-blocking particulate hoods as a portion of the firefighter protective clothing; and providing an effective date.

Staff Recommendation:

Staff recommends applying and, if awarded, acceptance of the Florida State Fire Marshal's Office grant and authorizing purchase of fifty-one (51) particulate blocking protective hoods for a total cost not to exceed \$9,435. This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: the state's portion of the grant is \$7,076.25 and the City's portion is \$2,358.75.

Analysis:

The purpose of this grant project is to purchase fifty-one (51) particulate blocking hoods as part of the firefighter protective clothing.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the Florida State Fire Marshal's Office grant and authorize purchase of fifty-one (51) particulate blocking protective hoods for firefighting; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the fifty-one (51) particulate blocking hoods is no greater than \$9,435. This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: the state portion of the grant is \$7,076.25 (75%) and the City's portion is \$2,358.75 (25%) which is available in the current budget. If awarded a budget adjustment will be necessary to add these funds to the current budget.

Account No. 001-0000-334-2200

Project No. FDMAR6

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE LEESBURG FIRE DEPARTMENT TO APPLY
FOR AND ACCEPT, AND PURCHASE, IF AWARDED, A GRANT FROM THE
FLORIDA STATE FIRE MARSHAL'S OFFICE FOR THE PURCHASE OF
FIFTY-ONE (51) CANCER-BLOCKING PARTICULATE HOODS AS A
PORTION OF THE FIREFIGHTER PROTECTIVE CLOTHING; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes the Leesburg Fire Department to apply for and accept, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of fifty-one (51) cancer-blocking particulate hoods as a portion of the Firefighter's protective clothing.

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 28th day of July 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: July 28, 2025

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board - Leesburg Schools - for the 2025-26 school year starting in August 2025; and providing an effective date.

Staff Recommendation:

Approve and adopt an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board - Leesburg Schools - for the 2025-26 school year starting in August 2025. The schools the SROs will be assigned to are Leesburg High School (Two SROs), Leesburg Elementary (One SRO), and Beverly Shores Elementary (One SRO).

Analysis:

This is a continuation of the contract between Leesburg Police Department and the Lake County School Board for four (4) School Resource Officers (SROs) to provide security to students, school personnel, the school community and school property. Additionally, SROs interact with students during the regular class schedule and during extracurricular school activities so as to continue building positive relationships between police officers and the community's youth.

The term of this Agreement shall be for the next school year, beginning on the first day of school, August 11, 2025, through the last day of school for students in May 2026.

Unless otherwise requested by the school, the officers will return to their normal duties during school breaks.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The Lake County School Board will pay the City of Leesburg approximately \$370,256.00 for services of the four (4) SRO's provided pursuant to the terms of this Agreement.

Account No. 001-0000-342-0200

Project No. SROA25

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT FOR SCHOOL RESOURCE
OFFICER (SRO) SERVICES TO BE PROVIDED TO LAKE COUNTY SCHOOL
BOARD - LEESBURG SCHOOLS - FOR THE 2025-26 SCHOOL YEAR
STARTING IN AUGUST 2025; 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 Lake County School Board for a continuation of the contract between Leesburg Police Department and the Lake County School Board for four (4) School Resource Officers (SROs). Lake County to provide the amount equivalent to exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed.

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 28th day of July 2025.

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF LEESBURG, FOR
SCHOOL RESOURCE OFFICER PROGRAM (2025-2026)**

This **AGREEMENT** is entered into by and between the **City of Leesburg**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place four (4) **City of Leesburg** Police Officers at **Leesburg Elementary (1), Beverly Shores Elementary (1), Leesburg High (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide four (4) sworn **City of Leesburg** Police Officers who are certified pursuant to Section 943.10(1) Florida Statutes to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. **Term of Agreement.** The term of this Agreement shall be for the next school year, beginning the 1 1th day of August 2025 through the last day of school for students in May 2026.
2. **Compensation.** The SCHOOL BOARD will pay the **City of Leesburg** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1 it day of September 2025 for services rendered beginning August 11, 2025 and continuing on the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. **Scope.** The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.
4. **Background Investigations.** The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 101 2.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, Florida Statutes, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.
5. **Assignment of Officers.** The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing.

The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to THE LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security. Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. **Dismissal/Replacement/Absence.** The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.
7. **Leaves/Coverage.** The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.
8. **Hours of Assignment.** The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.
9. **Additional Hours of Assignment.** Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.
10. **Off Campus Assignments.** Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.
11. **Reassignment in Emergency Situations.** Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. **Supervising Authority.** During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.
13. **Salary and Benefits.** The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.
14. **Vehicle.** The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.
15. **Threats to School Safety.**
 - A. Pursuant to Section 1006.13(4), Florida Statutes, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.
 - B. If requested by the School Principal, or his or her designee, the SRO or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety. Upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.
16. **Termination of Agreement.** This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT AGENCY:

Chief of Police
City of Leesburg Police Department
115 East Magnolia Street
Leesburg, FL 34748

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersede all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF. The parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF
LAKE COUNTY, FLORIDA**

By: _____
Print: Tyler Brandeburg, Chairman
Date: _____

Attest: _____
Print: _____

Approved as to form:

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF LEESBURG, FLORIDA

By: _____

Print: Alan Reisman, Mayor

Date: _____

Attest: _____

Print: _____

Approved as to form:

City of Leesburg Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Leesburg Police Department's standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers , duties, and responsibilities inclusive of his/her position as City of Leesburg Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however , activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee .
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer's supervisor of the school's calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
- 11 . In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.
12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.
13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.
16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly, will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.
17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After-Action Report submitted by school administration.
18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.
19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.
20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.
23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.
24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO 's law enforcement duties, obligations, and/or powers.
27. The SRO shall work with school administration when determining whether an arrest should be made , or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO ' s law enforcement duties, obligations, or powers.
28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.
29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.
30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act (" FERPA").

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: July 28, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Tower Operating Agreement with the Federal Aviation Administration related to the Air Traffic Control Tower at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the Tower Operating Agreement.

Analysis:

The Tower Operating Agreement has been in place since the opening of the Tower. The language and terms of the agreement are unchanged. The request of the City to execute the attached agreement is solely due to the FAA updating their organization's designated signatory.

Procurement Analysis:

N/A

Options:

1. Execute the Tower Operation Agreement; or,
2. Such alternative action the Commission may deem acceptable.

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TOWER OPERATING AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION RELATED TO THE AIR TRAFFIC CONTROL TOWER AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Federal Aviation Administration for services related to the Air Traffic Control Tower at Leesburg International Airport.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of July 2025.

Mayor

ATTEST:

City Clerk

**AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION (FAA)**

AND

LEESBURG INTERNATIONAL AIRPORT

I. PARTIES

This Air Traffic Control Tower Operations Agreement (TOA) (hereinafter "Agreement"), is hereby made and entered into this _____ day of _____, 20____ by and between the Federal Aviation Administration ("FAA") and the Leesburg International Airport ("Airport Sponsor") (collectively known as the "Parties").

II. SCOPE

The purpose of this Memorandum of Understanding (MOU) between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control (ATC) services to the Airport Sponsor at *Leesburg International Airport* ("Airport"), located in *Leesburg, Florida*. This Agreement replaces and supersedes any prior TOA signed by the parties.

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Roles and responsibilities of the FAA.

The FAA shall provide ATC services at the Airport, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA's choice, in accordance with standards established by the FAA, subject to the availability of funds.

The tower hours of operation will be 7:00 AM to 7:00 PM Eastern Time.

The FAA reserves the right to adjust those hours in accordance with applicable FAA standards, regulations and policy.

The FAA/ATC contractor will collect hourly and daily traffic count data during tower operating hours.

The FAA will maintain all FAA-owned equipment installed in the tower.

The FAA will conduct annual occupational safety and health inspections, for any FAA Contract Tower (FCT) that is an FAA employee's duty station.

The FAA will conduct periodic security inspections based upon the criteria identified in FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed Non-Disclosure Agreement (NDA) will be required to receive a copy of the Order.)

B. Roles and responsibilities of the Airport Sponsor.

The Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable state and local codes, standards and regulations.

In the absence of applicable state and local codes, standards, and regulations, the Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable Federal codes, standards and regulations.

The Airport Sponsor shall provide, maintain, and replace, at no expense to the FAA, all non-FAA-owned tower equipment required by the Minimum Equipment and Facilities List (MEL) (JO 7210.78 Appendix A).

The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas and sewer. The Airport Sponsor shall maintain janitorial services (to include washing tower cab windows and shades, interior and exterior, when necessary).

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, including that which cannot be placed in operation or otherwise controlled from the ATCT building or that is not otherwise within the control of the FAA, its agents, representatives or contractors. Examples include, but are not limited to airport lighting, windsock, obstruction lights, rotating beacon, etc.

The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed NDA will be required to receive a copy of the Order.)

The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the ATC service provider's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment, security or building problems.

In accordance with FAA Order JO 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, local procedures and reporting airport conditions. However, the terms and conditions

set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

IV. BENEFIT/COST RATIOS CONSIDERATION

Current procedures require FAA to recalculate benefit/cost ratios periodically to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Fully funded sites whose benefit/cost ratio decreases to less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

V. SUPPLEMENTAL HOURS

If the Airport Sponsor requests ATC services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental hours of operation may be achieved through an agreement with the air traffic control services provider, supplemental agreement with the FAA, or by other authorized means.

VI. POINTS OF CONTACT

Airport Sponsor

Tracey Dean, Airport Manager
(352) 516-7236

FCT Program Implementation Manager

FCT Program Manager

VII. CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by both parties. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

VIII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this TOA, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

IX. TERM OF THE AGREEMENT

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

X. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director Operational Policy and Implementation Air Traffic Services - AJT-2 will resolve the dispute. The decision of the Director Operational Policy and Implementation Air Traffic Services - AJT-2 is not subject to further administrative review and, to the extent permitted by law, is final and binding.

XI. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, the performance of this Agreement to the extent permitted by law. *(If necessary, Airport Sponsor may insert a description of any State laws that apply here.)*

XII. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with the Airport Sponsor's performance under this Agreement.

XIII. LEGAL AUTHORITY

This "other transaction" MOU is entered into under the authority of 49 U.S.C. §§ 106 (f)(2)(A) and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. This MOU is not a Memorandum of Agreement, procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

XIV. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and, if requested, provide a certification to that effect.

XV. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this MOU.

XVI. FUNDING

No funds are obligated under this MOU. Each party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this MOU.

XVII. CONSTRUCTION

Parties agree to exercise good faith in achieving the goals of this MOU; this means that the Government will adopt and perform the above delineated roles and responsibilities and will provide air traffic control services for the above designated Airport Sponsor at the designated location. The Airport Sponsor also agrees to adopt and perform the above delineated roles and responsibilities. Neither party is authorized or empowered to act on behalf of the other with regard to any matter, and neither party shall be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU. The undersigned TOA holder affirms that this MOU is entered knowingly and voluntarily.

The FAA reserves the right to withdraw FAA funding for ATC services from Airport Sponsors that do not comply with the terms of this agreement.

AGREED:

Airport Sponsor

Federal Aviation Administration

BY: _____
Alan Reisman

BY: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: July 28, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from SECP LEESBURG LLC, joined by STUDIO BANK; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from SECP LEESBURG LLC, and Joinder and Consent to Utility Easement from STUDIO BANK.

Analysis:

SECP LEESBURG LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM SECP LEESBURG LLC, JOINED
BY STUDIO BANK; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by SECP LEESBURG LLC, joined by STUDIO BANK, is hereby accepted.

THAT this resolution shall take effect upon passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of July 2025.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted this 6th day of June, 2025 by **SECP LEESBURG LLC**, a foreign limited liability company, whose mailing address is 1040 Natchez Valley Lane, Franklin, TN 37064 ("GRANTOR," to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

Signature

Printed Name

Address

Signature

Printed Name

Address

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of June, 2025, by Danny Northcutt as Owner of **SECP Leesburg, LLC**, a foreign limited liability company, on behalf of the company who is ☐ personally known to me or ☒ who produced the following identification:

My Commission Number: NA

My Expiration Date: 05/09/2025

GRANTOR:

SECP Leesburg LLC, a foreign limited liability company

By:

As Its: owner

Notary Public Signature

Notary Public Name

(seal)

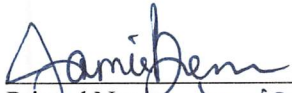


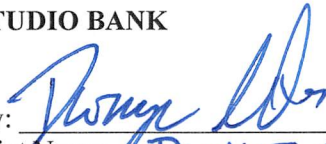
JOINDER AND CONSENT TO UTILITY EASEMENT

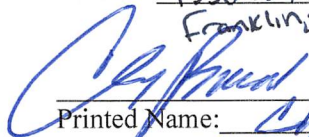
STUDIO BANK, with offices at 124 12th Avenue South, Suite 400, Nashville, TN 37203, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between, **SECP LEESBURG LLC**, a foreign limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage and Security Agreement dated August 26, 2024, and recorded on September 9, 2024, in Official Records Book 6394, Page 1317, Public Records of Lake County, Florida; the Assignment of Rents dated July 11, 2023, and recorded July 26, 2023, in Official Records Book 6182, Page 607, Public Records of Lake County, Florida; and Mortgage dated July 11, 2023 and recorded on July 26, 2023 in Official Records Book 6182, Page 597, Public Records of Lake County, Florida shall be subordinated to said Easement.

Signed and sealed in the presence of:

STUDIO BANK


Printed Name: Samie Benson
Address: 1550 W McEwen Dr #40
Franklin, TN 37067

By: 
Print Name: DWAYNE SNIDER
Title: SVP


Printed Name: Chip Bradley
Address: 1542 Liberty Pl Franklin, TN
37067

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of June, 2025, by Dwayne Snider, as SVP of **Studio Bank**, on behalf of the company, who is ✓ personally known or produced _____ as identification.

(Seal)


NOTARY PUBLIC



DRAWN BY:	D.C.W.	DATE:	05/13/25
CHECKED BY:	R.W.H.	DRAWING NO.:	B-19819
REV:	SURVEY 25/25-631	SHEET:	1 of 2

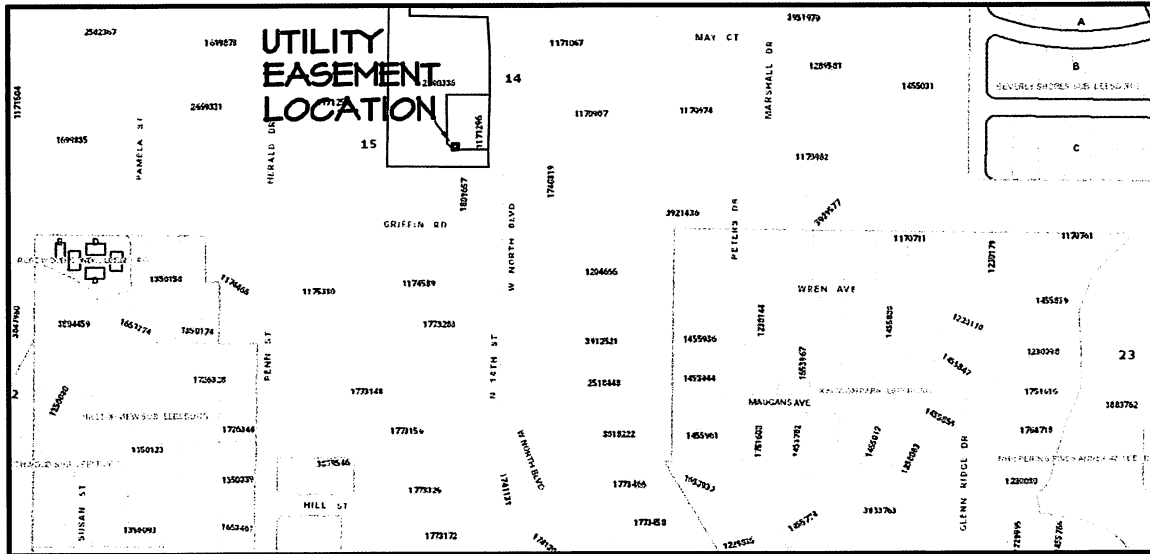
SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF LEESEBURG, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

DESCRIPTION:

A 12.00 FEET WIDE UTILITY EASEMENT BEING IN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N. 00°17'00" E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 180.14 FEET; THENCE N. 89°50'33" W., DEPARTING FROM SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27-441; THENCE N. 00°17'00" E., ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 34.26 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT NO. 2, RECORDED IN OFFICIAL RECORDS BOOK 3740, PAGE 1081, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N. 89°50'33" W., DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE NORTH LINE OF SAID UTILITY EASEMENT NO. 2, A DISTANCE OF 84.02 FEET TO THE POINT OF BEGINNING OF THIS UTILITY EASEMENT DESCRIPTION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF AN EXISTING 10.00 FEET WIDE UTILITY EASEMENT NO. 4, RECORDED IN OFFICIAL RECORDS BOOK 3740, PAGE 1081, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE FROM SAID POINT OF BEGINNING, CONTINUE N. 89°50'33" W., ALONG THE NORTH LINE OF SAID UTILITY EASEMENT NO. 2 AND NO. 4, A DISTANCE OF 10.00 FEET; THENCE N. 44°46'22" W., ALONG THE NORTHERLY LINE OF SAID UTILITY EASEMENT NO. 2, A DISTANCE OF 2.83 FEET; THENCE N. 00°17'00" E., DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 13.12 FEET; THENCE S. 89°50'33" E., A DISTANCE OF 12.00 FEET; THENCE S. 00°17'00" W., A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
(NOT TO SCALE)

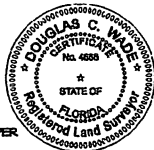
NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS BEING N. 00°17'00" E., ASSUMED MERIDIAN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 54-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.021 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND.

SKETCH OF DESCRIPTIONS
OF 12.00' WIDE UTILITY EASEMENT
certified to:
KINGSHILL HOSPITALITY, INC.
and
CITY OF LEESEBURG

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DOUGLAS C. MADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685



PHONE: (352)753-6511

FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

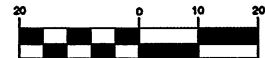
LADY LAKE, FLORIDA 32159

DRAWN BY:	D.C.W.	DATE:	05/13/25
CHECKED BY:	R.W.H.	DRAWING NO.:	B-19819
FILED:	SURVEY 25125-531	SHEET:	2 OF 2

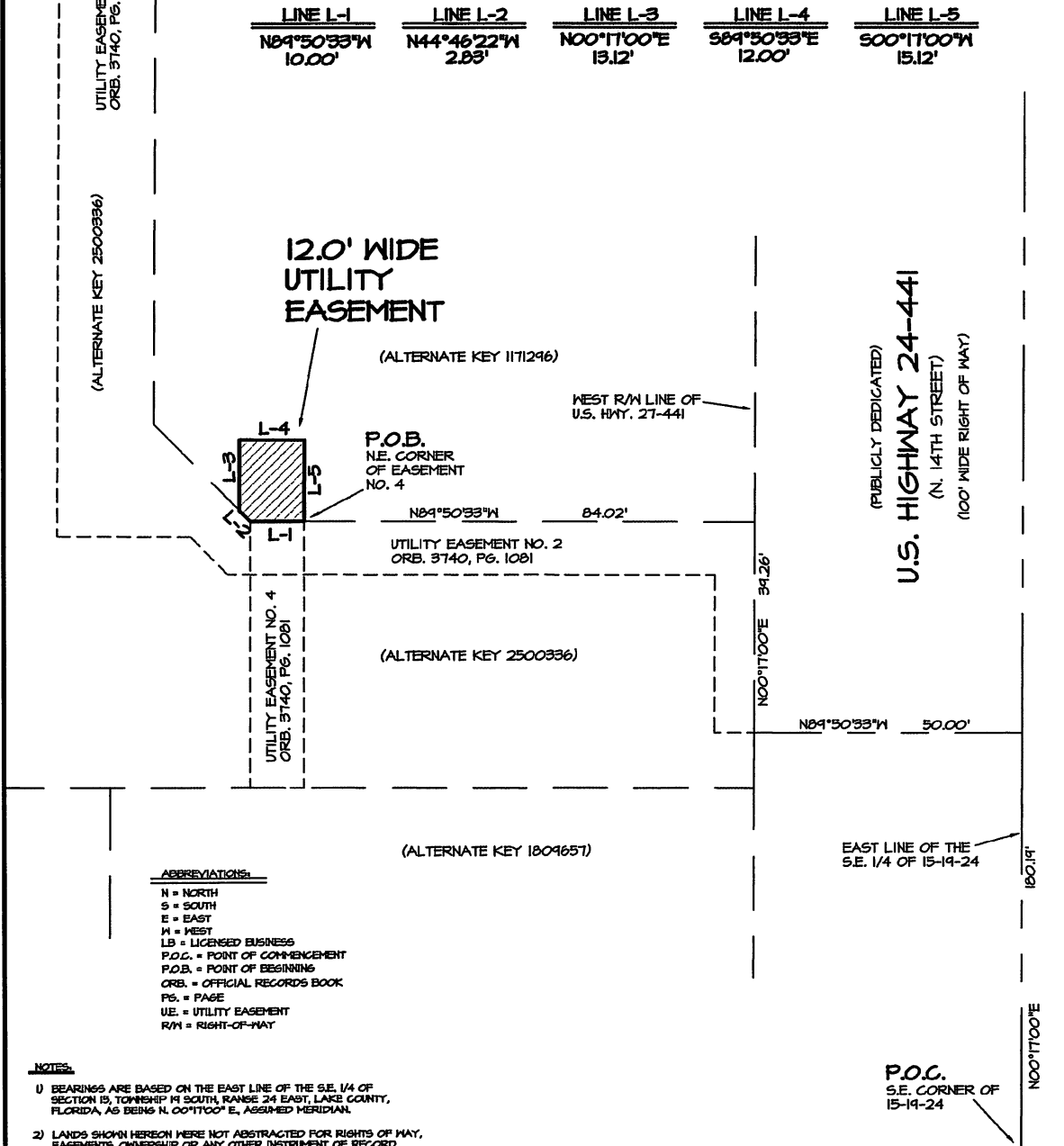
SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.



ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
ORB. = OFFICIAL RECORDS BOOK
Pg. = PAGE
U.E. = UTILITY EASEMENT
R/W = RIGHT-OF-WAY

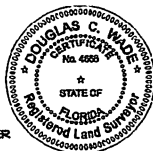
NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF THE S.E. 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS BEING N. 00°11'00\"
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 54-11, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 412.021 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND.

SKETCH OF DESCRIPTIONS
OF 12.00' WIDE UTILITY EASEMENT
certified to:
KINGSHILL HOSPITALITY, INC.
and
CITY OF LEESBURG

SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4605



PHONE: (352)753-6511

FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: July 28, 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 Walton Acquisitions FL, LLC, regarding natural gas service to the development known as Denham Village Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and Walton Acquisitions FL, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Walton Acquisitions FL, LLC, for the development known as Denham Village Phase 1, located west of County Road 33 and south of County Road 48. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 206 units. A budget adjustment will be made in the amount of \$546,487.44.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$546,487.44 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

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
WALTON ACQUISITIONS FL, LLC, REGARDING NATURAL GAS SERVICE
TO THE DEVELOPMENT KNOWN AS DENHAM VILLAGE 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 Walton Acquisitions FL, LLC, regarding providing natural gas service to the development known as Denham Village Phase 1.

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 28th day of July 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 Walton Acquisitions FL, LLC, a Florida limited liability company, acting in its own capacity as an owner of the land and as manager, operator or agent, as applicable, for and on behalf of the various Denham Village Revocable Trusts as owners of undivided interests in the land, 8800 N. Gainey Center Dr., Suite 345 Scottsdale, AZ 85258 (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): 21-20-24-0001-000-00900

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Denham Village 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 (206) 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 Five Hundred Forty Six Thousand Four Hundred Eighty Seven dollars and Forty Four cents (\$546,487.44). 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

Walton Acquisitions FL, LLC, a Florida limited liability company, acting in its own capacity as an owner of the land and as manager, operator or agent, as applicable, for and on behalf of the various Denham Village Revocable Trusts as owners of undivided interests in the land

By: Walton International Group, Inc., a Nevada corporation
Its: Manager

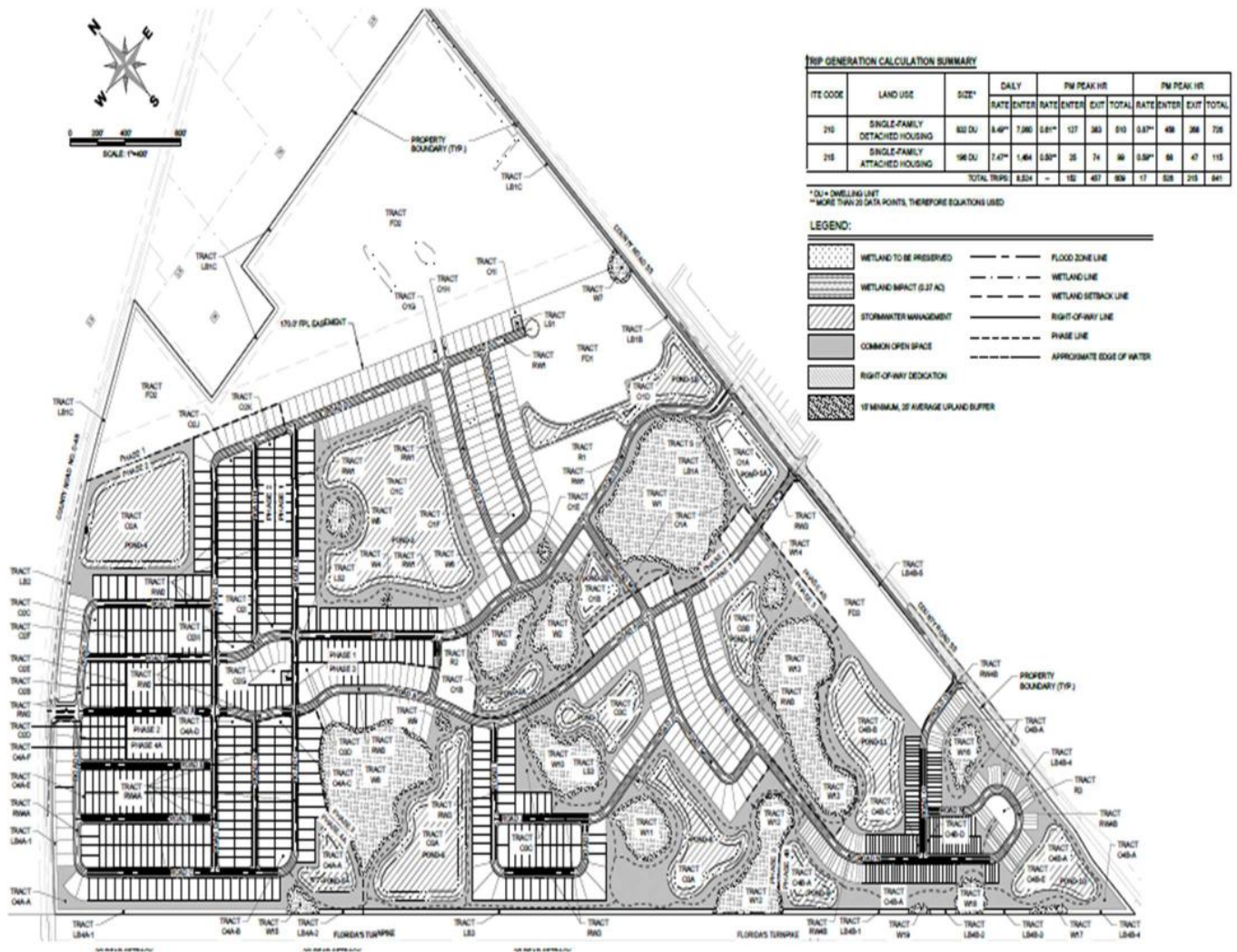
By: Shane Doherty
Authorized Representative of Developer
Name: Shane Doherty
Title: Authorized Signatory

Schedule "A"

LEGAL DESCRIPTION

(TITLE RESOURCES GUARANTY COMPANY, COMMITMENT NO.: 113-231405858, HAVING AN EFFECTIVE DATE OF NOVEMBER 22, 2023) THAT PART OF SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER COMMENCE AT THE NORTHEAST CORNER COMMENCE AT THE NORTHEAST CORNER AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, THENCE RUN NORTH 89 DEGREES 43 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 27 A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 01 DEGREES 01 MINUTES 20 POINT OF BEGINNING; THENCE RUN SOUTH 01 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33 A DISTANCE OF 487.64 FEET THENCE RUN SOUTH 01 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 819.04 FEET; THENCE RUN NORTH 42 DEGREES 27 MINUTES 06 SECONDS WEST A DISTANCE OF 24.71 FEET; THENCE RUN SOUTH 01 DEGREES 00 MINUTES 45 SECONDS WEST A DISTANCE OF 1548.71 FEET; THENCE RUN SOUTH 09 DEGREES 32 MINUTES 36 SECONDS WEST A DISTANCE OF 198.81 FEET; THENCE RUN SOUTH 01 DEGREES 00 MINUTES 42 SECONDS WEST A DISTANCE OF 424.87 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE NORTH 43 DEGREES 27 MINUTES 06 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF A DISTANCE OF 7809.45 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD C-48; THENCE RUN NORTH 45 DEGREES 35 MINUTES 29 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 477.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5679.58 FEET, A CENTRAL ANGLE OF 21 DEGREES 47 MINUTES 00 SECONDS A CHORD BEARING OF THENCE NORTH 56 DEGREES 29 MINUTES 07 SECONDS EAST AND A CHORD DISTANCE OF 2146.34 FEET THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2159.32 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 67 DEGREES 22 MINUTES 36 SECONDS EAST A DISTANCE OF 771.36 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN SOUTH 00 DEGREES 53 MINUTES 12 SECONDS WEST ALONG THE SAID EAST LINE A DISTANCE OF 768.88 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89 DEGREES 05 MINUTES 01 SECONDS EAST A DISTANCE OF 661.59 FEET THENCE RUN NORTH 00 DEGREES 51 MINUTES 47 SECONDS EAST A DISTANCE OF 331.33 FEET; THENCE RUN SOUTH 89 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1948.07 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33; THENCE RUN SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 3643.52 FEET TO THE POINT OF BEGINNING. POINT OF BEGINNING.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: July 28, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute FAA Grant Agreement 3-12-0042-033-2025, for the Taxilane Rehabilitation Design, for the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the grant funding agreement with the FAA.

Analysis:

Staff has received grant offer/agreement 3-12-0042-033-2025, for the Taxilane Rehabilitation Design project from the FAA, for 95% of the project costs. The FAA requires electronic signatures; the grant agreement will be emailed to the Mayor for electronic signature, then subsequently to the City Attorney for signature. Attached is a PDF version for reference only.

The 2024 FDOT Statewide Airfield Pavement Management Report reflects the need for rehabilitation of taxilanes which have Pavement Control Index (PCI) values ranging between 65 and 69, with a forecasted drop to between 60 and 63 by 2029. The taxilanes are included, as a Year 1 Rehabilitation Priority in the report.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing execution of the grant agreement with the FAA; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this grant will bring in \$131,000.00 from the FAA. This is an increase in the estimated Grant funding on this project. A budget adjustment will be processed to add another \$41,000 in Federal Funding to the current Airport Capital Projects.

Account No. 048-0000-331-4100

WF No. WF1640659/1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
FAA GRANT AGREEMENT 3-12-0042-033-2025, FOR THE TAXILANE
REHABILITATION DESIGN, FOR THE LEESBURG INTERNATIONAL
AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of July 2025.

Mayor

ATTEST:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

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

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

Dear Ms. Dean:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-12-0042-033-2025 at Leesburg International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 1, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

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

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

Sincerely,

Juan C. Brown
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date

Airport/Planning Area Leesburg International Airport

Airport Infrastructure Grant
Number 3-12-0042-033-2025

Unique Entity Identifier NDCSFAJMQJ74

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 16, 2025, for a grant of Federal funds for a project at or associated with the Leesburg International Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Westside T-Hangar Taxilane – Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$131,100.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$131,100 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 1, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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

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

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

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

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA’s right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. “Employee” means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. “Private entity” means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated June 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;

- (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated _____

City of Leesburg

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

2. Sponsor Fund Availability.

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

3. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

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

6. Consideration of Local Interest.

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

7. Consultation with Users.

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

8. Public Hearings.

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

9. Metropolitan Planning Organization.

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

10. Pavement Preventive Maintenance-Management.

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

11. Terminal Development Prerequisites.

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

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

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

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

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

14. Veteran's Preference.

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

15. Conformity to Plans and Specifications.

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

16. Construction Inspection and Approval.

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

17. Planning Projects.

In carrying out planning projects:

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

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

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

20. Compatible Land Use.

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

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

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

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

23. Fee and Rental Structure.

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

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

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

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

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

28. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

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

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

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

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

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

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

32. Foreign Market Restrictions.

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

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 16, 2025.

34. Relocation and Real Property Acquisition.

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

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

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

36. Disadvantaged Business Enterprises.

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

37. Hangar Construction.

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

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

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

39. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: July 28, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc. for Taxilane Rehabilitation Design Services, for the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the AVCON, Inc. Task Order for the Taxilane Rehabilitation Design Services, for an amount not to exceed \$135,000.00.

Analysis:

The 2024 FDOT Statewide Airfield Pavement Management Report reflects the need for rehabilitation of taxilanes which have Pavement Control Index (PCI) values ranging between 65 and 69, with a forecasted drop to between 60 and 63 by 2029. The taxilanes are included, as a Year 1 Rehabilitation Priority in the report.

Procurement Analysis:

N/A

Options:

1. Approve the AVCON, Inc. Task Order for design services; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is funded in FY 2025 by a 95% FAA reimbursable grant. The Airport's local share is \$6,750.

Account No.	048-8099-542-31.30
Project No.	480003
WF No.	1640659/1
Requisition	57576
Budget	\$135,000.00
Available	\$135,000.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A TASK ORDER WITH AVCON, INC. FOR TAXILANE REHABILITATION
DESIGN SERVICES, FOR THE LEESBURG INTERNATIONAL AIRPORT;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, for Taxilane Rehabilitation Design 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 28th day of July 2025.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the ____ day of ____ in the year 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”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

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

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

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

1. **Recitals.**

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

2. **Scope of Services.**

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

**Project:
LEESBURG INTERNATIONAL AIRPORT
TAXILANE REHABILITATION
DESIGN PHASE SERVICES**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$135,000.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation. *[Signature page follows.]*

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

AVCON, INC.

By: Sandeep Singh

Printed: Sandeep Singh

Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



Leesburg International Airport
Taxilane Rehabilitation
Design Phase Services

PROJECT DESCRIPTION:

The project includes design and permitting services for the rehabilitation of the taxilanes serving the hangars north of the main aircraft parking apron and the box hangars and t-hangar north of Airport Boulevard. The project limits are depicted on Attachment C. The design includes paving, grading, drainage and pavement markings for the taxilanes. Stormwater permitting required by St. John's River Water Management District (SJRWMD) will be completed during the project.

PROJECT JUSTIFICATION:

The 2024 FDOT Airfield Pavement Management Report reflects the need for rehabilitation of the taxilanes which have PCI values ranging between 65 and 69, with a forecasted drop to between 60 and 63 by 2029. The taxilanes are included as a Year 1 Rehabilitation Priority in the report.

TASKS AND COST:

This scope of services includes Design, Bidding, and Construction Phase Services. Total Lump Sum cost of this scope of services is \$135,000.00.

SERVICES:

Administration

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, and an Estimate of Construction Cost. The scope of services will include:

Task 1 – Schematic Design

Task 1 will include preparing Schematic Contract Documents for the Project, including Plans, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Acquire topographic survey.
- Acquire geotechnical information.
- Develop schematic plans.
- Prepare Engineer's Report and construction cost estimate.
- Submit Categorical Exclusion (CatEx).

Task 2 - Preliminary Design

The Consultant shall address any changes requested by the Airport at the Schematic Design Review Meeting in this Phase. Task 2 will include preparing Preliminary Contract Documents for the Project, including Plans, Specifications, CSPP, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Field verify survey.
- Develop Preliminary Plans.
- Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
- Submit FAA OE/AAA (Airspace Review).
- Develop general and technical specifications.
- Update Engineer's Report and construction cost estimate.

Task 3 - Final Design

The Consultant shall address any changes requested by the Airport at the Preliminary Design Review Meeting in this Phase. Task 3 will include Finalizing Contract Documents for the Project, including Plans, Specifications, CSPP, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Finalize design plans.
- Finalize CSPP and upload to OE/AAA for FAA review and approval.
- Finalize general and technical specifications.
- Prepare Final Engineer's Report and construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A

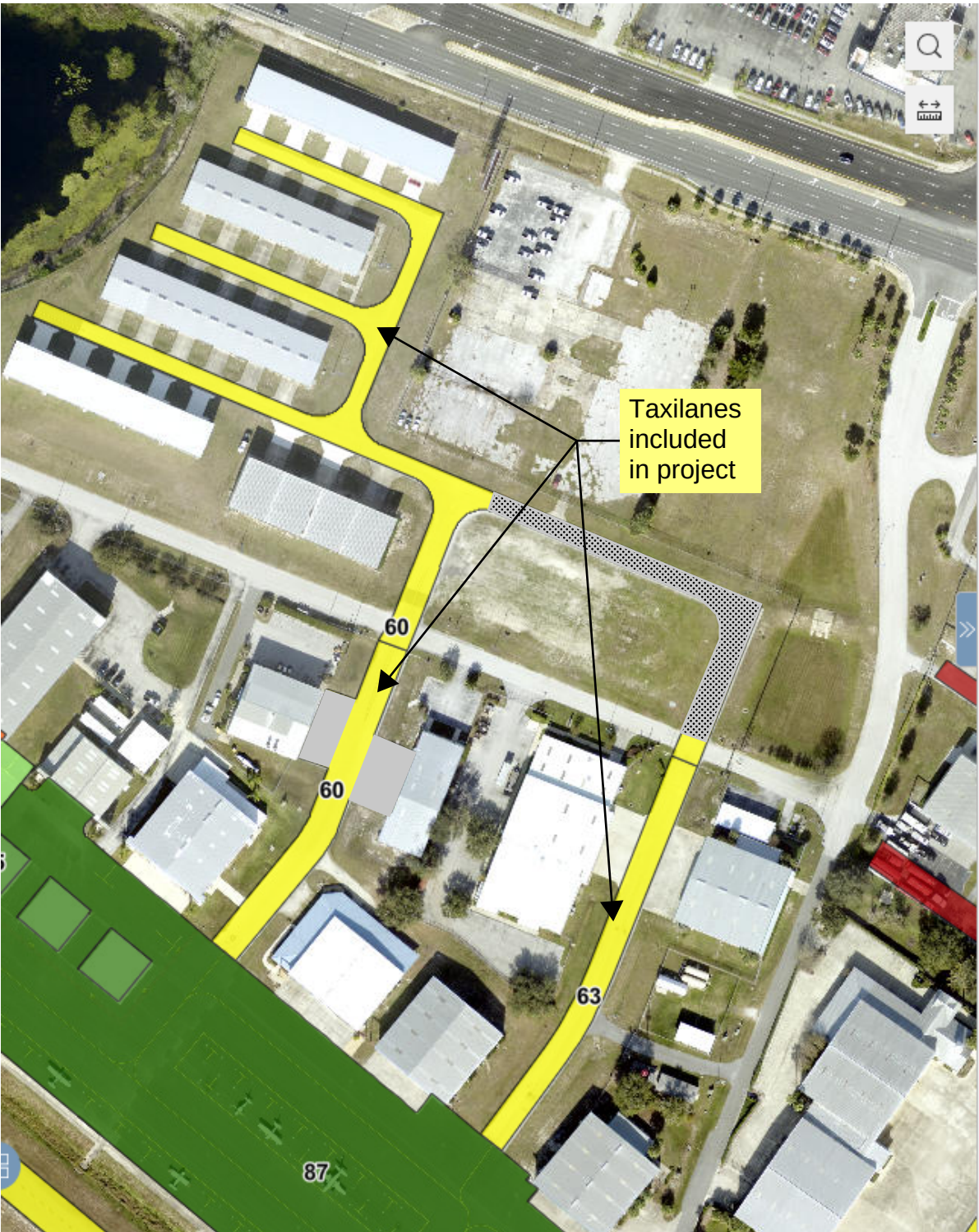
ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN SERVICES FOR TAXILANE REHABILITATION
LEESBURG INTERNATIONAL AIRPORT

05/01/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 230	Rate/Hour:	\$ 210	Rate/Hour:	\$ 150	Rate/Hour:	\$ 120	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN															
1.1	Grant Administration	2	\$ 620	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	10	\$ 2,460	\$ -
1.2	Acquire topographic survey		\$ -	4	\$ 920		\$ -		\$ -	8	\$ 960		\$ -	12	\$ 1,880	\$ 18,140
1.3	Acquire geotechnical information		\$ -	4	\$ 920		\$ -	8	\$ 1,200		\$ -		\$ -	12	\$ 2,120	\$ 6,080
1.4	Develop Schematic Plans		\$ -	4	\$ 920	16	\$ 3,360	24	\$ 3,600	40	\$ 4,800		\$ -	84	\$ 12,680	\$ -
1.5	Prepare Engineer's Report and Construction Cost Estimate		\$ -	4	\$ 920	4	\$ 840	16	\$ 2,400		\$ -	8	\$ 640	32	\$ 4,800	\$ -
1.6	Submit Categorical Exclusion (CatEX)		\$ -		\$ -	4	\$ 840		\$ -	5	\$ 600		\$ -	9	\$ 1,440	\$ -
1.7	QA/QC	4	\$ 1,240	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	12	\$ 2,760	\$ -
	Subtotal	6	\$ 1,860	28	\$ 6,440	24	\$ 5,040	52	\$ 7,800	53	\$ 6,360	8	\$ 640	171	\$ 28,140	\$ 24,220
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination	2	\$ 620	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	10	\$ 2,460	\$ -
2.2	Field verify survey		\$ -		\$ -	8	\$ 1,680		\$ -	8	\$ 960		\$ -	16	\$ 2,640	\$ -
2.3	Develop Preliminary Plans		\$ -	8	\$ 1,840	24	\$ 5,040	40	\$ 6,000	80	\$ 9,600		\$ -	152	\$ 22,480	\$ -
2.4	Develop Draft CSPP		\$ -	4	\$ 920	8	\$ 1,680	16	\$ 2,400		\$ -		\$ -	28	\$ 5,000	\$ -
2.5	Submit FAA OE/AAA (Airspace Review)		\$ -	2	\$ 460		\$ -	8	\$ 1,200		\$ -		\$ -	10	\$ 1,660	\$ -
2.6	Develop general and technical specifications		\$ -	8	\$ 1,840	16	\$ 3,360	16	\$ 2,400		\$ -	8	\$ 640	48	\$ 8,240	\$ -
2.7	Update Engineer's Report and Construction Cost Estimate		\$ -	4	\$ 920	4	\$ 840	16	\$ 2,400		\$ -	8	\$ 640	32	\$ 4,800	\$ -
2.8	QA/QC	4	\$ 1,240	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	12	\$ 2,760	\$ -
	Subtotal	6	\$ 1,860	38	\$ 8,740	60	\$ 12,600	100	\$ 15,000	88	\$ 10,560	16	\$ 1,280	308	\$ 50,040	\$ -
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination	2	\$ 620	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	10	\$ 2,460	\$ -
3.2	Finalize design plans		\$ -	8	\$ 1,840	16	\$ 3,360	24	\$ 3,600	40	\$ 4,800		\$ -	88	\$ 13,600	\$ -
3.3	Finalize CSPP		\$ -	4	\$ 920	8	\$ 1,680	24	\$ 3,600		\$ -		\$ -	36	\$ 6,200	\$ -
3.4	Finalize general and technical specifications		\$ -	4	\$ 920	8	\$ 1,680	8	\$ 1,200		\$ -	8	\$ 640	28	\$ 4,440	\$ -
3.5	Prepare Final Engineer's Report and Construction Cost Estimate		\$ -	2	\$ 460	4	\$ 840	8	\$ 1,200		\$ -	8	\$ 640	22	\$ 3,140	\$ -
3.6	QA/QC	4	\$ 1,240	4	\$ 920		\$ -	4	\$ 600		\$ -		\$ -	12	\$ 2,760	\$ -
	Subtotal	6	\$ 1,860	30	\$ 6,900	36	\$ 7,560	68	\$ 10,200	40	\$ 4,800	16	\$ 1,280	196	\$ 32,600	\$ -
	Total	18	\$ 5,580	96	\$ 22,080	120	\$ 25,200	220	\$ 33,000	181	\$ 21,720	40	\$ 3,200	675	\$ 110,780	\$ 24,220

Total Project Fee \$ 135,000

ATTACHMENT C



Legend

5-Yr PCI Forecast

Forecasted 5-yr PCI Category

- 86-100 Good
- 71-85 Satisfactory
- 56-70 Fair
- 41-55 Poor
- 26-40 Very Poor
- 11-25 Serious
- 0-10 Failed
- Non-ASTM Rating
- Rehabilitated in 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: July 28, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Building Permit Fee Schedule; repealing the existing Building Permit Fee Schedule adopted via resolution 10,477; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution amending the Building Permit Fee Schedule.

Analysis:

The Building fees were reduced significantly in 2018 and again in 2019. The Building Fund Cash balance (see Attachment A) has been reducing for several year's and it is now time to increase rates starting October 1, 2025. These fees are going up by approximately 75%, additionally the new minimum permit fee has been adjusted to cover basic expenses.

Procurement Analysis:

N/A

Options:

1. Approve the resolution amending the Building Permit Fee Schedule; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The proposed rates are an increase of approximately 75%. This will generate approximately \$750,000 in additional revenue to the Building Permit Fund. This will allow the fund to maintain the necessary Cash Reserves going forward.

Account No. 151-0000-3xx-xxxx

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AMENDING THE BUILDING PERMIT FEE SCHEDULE;
REPEALING THE EXISTING BUILDING PERMIT FEE SCHEDULE
ADOPTED VIA RESOLUTION 10,477; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, certain fees are necessary for processing of permits for administrative fees; Commercial building permit fees; Residential building permit fees; Mobile Home Fees; Permit Renewal Fees; Reinspection Fees; Sign Permit Fees; Swimming Pool Permit Fees; and Other Permit Fees in conjunction with Chapter 7 of the Code of Ordinances of the City of Leesburg, and

WHEREAS, Article II of Chapter 7 of the Code of Ordinances of the City of Leesburg requires that such fees are to be established from time to time, by the resolution of the City Commission;

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida;

Section 1.

That the existing schedule of building permit fees, previously adopted via Resolution 10,477, is hereby repealed, and that in its place the City Commission does hereby adopt the attached Exhibit A, as the schedule of permit fees to be utilized within the City of Leesburg, which includes: Administrative Fees; Commercial Building Permit Fees; Residential Building Permit Fees; Mobile Home Fees; Permit Renewal Fees; Re-inspection Fees; Swimming Pool Fees; and Other Permit Fees.

THAT This Resolution, upon its passage and adoption according to law, shall become effective October 1, 2025.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of July 2025.

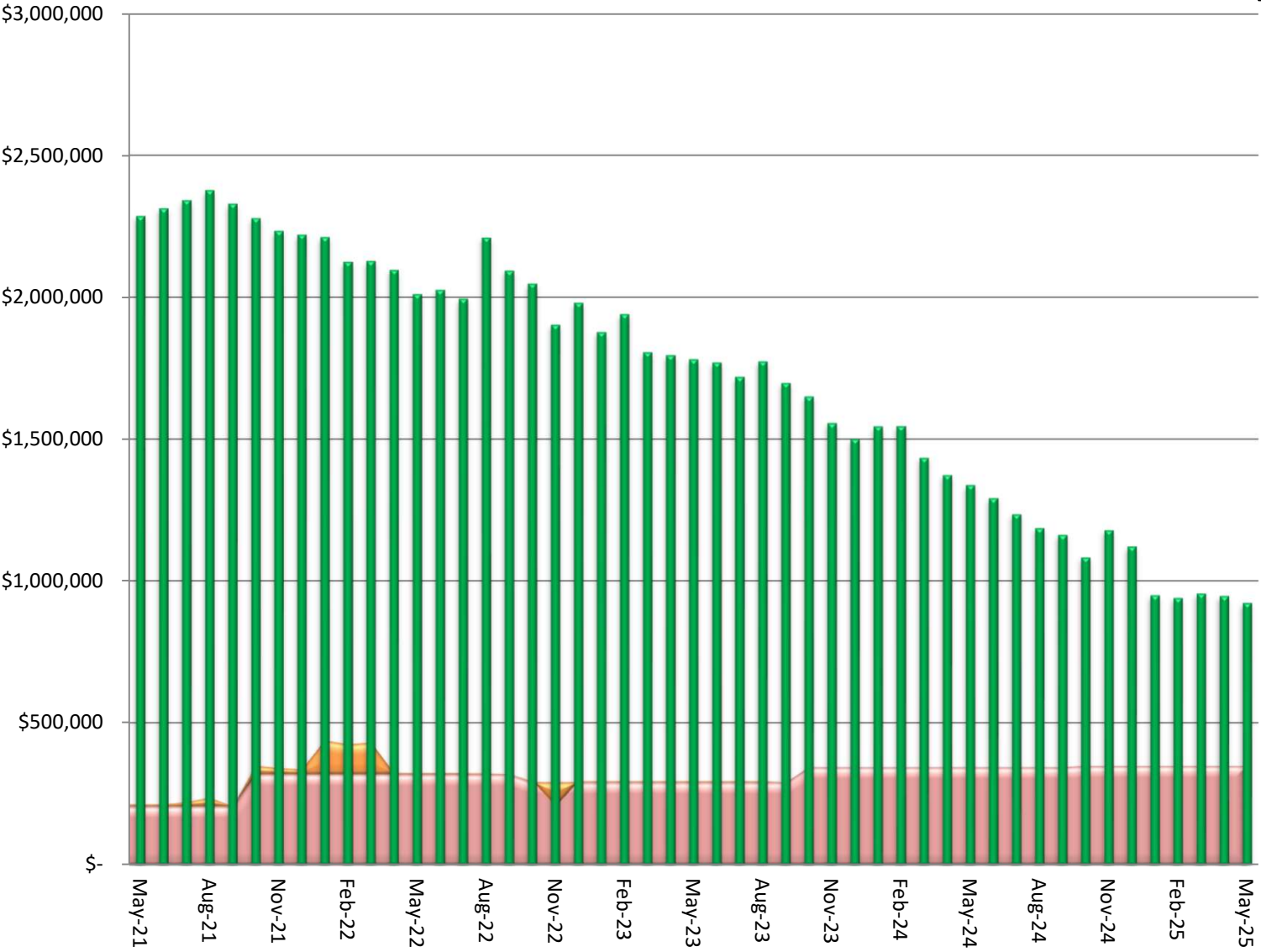
Mayor

ATTEST:

City Clerk

Building Permits Fund Cash and Reserve Requirement

- Encumbrances & Capital
- Reserve Requirement
- Cash



Available Cash \$574,914

Changes in the Reserve Requirement reflect changes in the annual budget. The reserve is adjusted annually after budget adoption and represents 20% of the budgeted revenue.
 $\$1,736,090 \times 20\% = \$347,218$

CITY OF LEESBURG BUILDING PERMIT FEE SCHEDULE

When calculating permit fees, include 1.5% for Florida Building Surcharge and 1.0% for Florida Recovery Fund.

These fees will be added to the cost for each permit type.

If the 1.5% or 1% surcharge is less than \$2.00, the minimum amount of \$2.00 will be added to each permit type.

COMMERCIAL PERMITS	2026
	\$250 minimum
	<i>Square Footage Rate (Under Roof)</i>
Building/Commercial Modular	\$0.70 per sq. ft. \$250 minimum
All alterations/renovations/shell buildouts	1/2 of commercial sq. ft. rate / \$250 minimum
Warehouses/Shell Structure (does not include mini-warehouses/self storage)	1/2 of commercial sq. ft. rate / \$250 minimum
Change of Use/Occupancy (inspection required)	\$250
Slab/Foundations	\$0.09 per sq. ft. \$150 minimum
Roofing – Commercial	\$0.08 per sq. ft; \$250 minimum
Solar – Commercial (incl. electric)	\$550 / \$950 over 50 panels
Construction Trailer (includes MEP)	\$350
Marine	\$0.21 per sq. ft. \$250 minimum
SIGN PERMITS Multiple signs allowed on same permit with same AK#	2026
Sign Permit:	\$150 + \$75 each additional sign
Sign With Electric	\$200 + \$75 each additional sign
Free Standing Signs (monument)	\$250 + \$75 each additional sign
Free Standing Signs with new Electric	\$300 + \$75 each additional sign

TRADE PERMITS	2026	
Minimum for all trade permits	Residential	Commercial
	\$150	\$250
Mechanical	\$0.06 per sq. ft	
Mechanical – warehouse/shell	\$0.03 per sq. ft	
Mechanical changeouts (multiple units ok on a single permit)	Minimum fee for 1 st unit \$75 ea. addl.	
Electrical (per service equipment)	\$0.06 per sq. ft	
Electrical – warehouse/shell	\$0.03 per sq. ft	
Electrical -low voltage commercial	\$40	
Gas Piping / Fixtures	\$0.06 per sq. ft	
Plumbing	\$0.06 per sq. ft	
Plumbing – warehouse/shell	\$0.03 per sq. ft	
Plumbing – irrigation per system	Residential \$100	Commercial \$150
Mechanical Hood, Paint Booth, Coolers, etc.	\$300 for 1 st / \$100 ea. addl.	
Fire Suppression system for mechanical hood, paint booth, etc.	\$250	
Fire Alarm (1-14 devices / 15+ devices)	\$200 / \$350	
Fire Sprinklers (1-25 heads)	\$200	
Fire Sprinklers (26-50 heads)	\$350	
Fire Sprinklers (51 + heads)	\$500	
RESIDENTIAL PERMITS (1 and 2 family dwellings and townhomes)	2026	
Minimum Fee	\$150	
Building	\$0.46 per square foot	
All Alterations/Renovations/Shell	\$0.23 sq. ft.	
Slab/Foundation	\$0.09 per sq. ft	
Roofing - Residential	\$0.09 per sq. ft	
Solar - Residential	\$200	

MOBILE HOME PERMITS	2026	
Manufactured Homes Permit Fees - includes set up, elec., plumb and mechanical	\$475	
Modular Home / Modular Buildings, DCA approved	same as manufactured home	
SWIMMING POOL PERMITS	2026	
Spa above-ground	\$248	
Private above-ground swimming pools	\$248	
Private in-ground swimming pools	\$450	
Commercial Swimming Pools	\$650 / \$850 (over 1,500sf)	
Miscellaneous Permits	2026	
Screen enclosures without slab / foundation	\$250	
Screen enclosures with slab / foundation	\$350	
Aluminum Construction without slab / foundation	\$250	
Aluminum Construction with slab / foundation	\$350	
Tent – prices per tent on same AK#	\$200 / \$50 ea. additional	
Shed/Greenhouse (300 sq. feet max)	Residential \$150	Commercial \$250
Fence/Retaining Walls (does not include utility structures). Residential Fence is concrete only. Commercial Fence is any type of fence.	\$150Res./\$250Com. for the 1 st 100' LF & \$25 for each 50'LF or fraction thereof thereafter	
Preliminary Inspection Prior to the moving or setup of any building or structure	\$150	
Generator	Residential \$150 each	Commercial \$250 each
Demolition - Any Building or Structure. Multiple buildings on same AK# allowed on 1 permit.	Residential \$150 1 st / \$50 each addl.	Commercial \$250 1 st / \$50 each addl.

ADMINISTRATIVE COST	2026	
Administrative Fee (for all permit applications)	\$25	
Administrative Technology Fee	\$7	
Administrative Fee for Private Providers	\$50 Registration/ \$25 Updates	
Change of Primary Contractor	\$70	
Change of Subcontractor	\$40	
Modification of plans at any time after initial re-submittal per trade (minor)	\$65	
Modification of plans at any time after initial submittal (major redesign)	25% permit fee w/trades	
Approve or Re-Stamp Construction Plans after permit issuance	Admin. fee + printing cost	
Residential TUG (Temporary Electric Approval)	\$150	
Commercial Pre-Power Approval every 60 days	\$80	
Temporary / Conditional Certificate of Occupancy (per month)	Res. \$100	Com. \$250
Replace Building Permit Card	\$10	
Extension of Permit Application (only one 90-day extension may be granted without AHJ approval)	Greater of 10% of original permit fee or \$150.00	
Extension of Issued Permit /NOT expired	See expired	
Special Inspections - After Hours - Monday - Friday (min 2 hours)	\$125 per hour	
Special Inspections - After Hours - Weekends / Holidays (min. 2 hours)	\$250 per hour	
Partial Inspections (base fee includes 1 inspection)	\$80	
Re-inspection	\$80	
Private Provider Discount – Inspections	10% Building/Trade fees only	
Private Provider Discount – Plan Review	10% Building/Trade fees only	
Early Start – Commercial	\$300	
Early Start – Residential	\$150	
Master File Review	Residential \$100 Commercial \$200w/1 st	
Plan Review Fee –	\$0.10/sq. ft.	
Fire Review Fee – (commercial only)	\$0.06 sq. ft.	

PERMIT RENEWALS	(Issued Permits which are expired)	
NOTE: <i>When renewing a building permit, the following percentages shall be used for purposes of calculating the fee (the percentage represents the work completed).</i>		
If first inspection was never made, renewal must be at full current value		100%
Slab inspection approved and slab poured		80% or permit minimum, whichever is greater
Lintel Inspection Approved		60% or permit minimum, whichever is greater
Framing and Rough In inspections approved		40% or permit minimum, whichever is greater
Insulation inspection approved		20% or permit minimum, whichever is greater
Final inspections only		10% or permit minimum, whichever is greater
Electrical, plumbing, fire, gas and mechanical permit renewal fees		Trade Minimum Fee for each
WORKING WITHOUT PERMITS		
If any person commences work on a building or structure before obtaining necessary permits, they shall be subject to a penalty as specified.		\$250 or double the permit fee; Whichever is greater
GENERAL INFORMATION – ADMINISTRATION COSTS		
No refund shall be given on any permit \$100 or less unless issued in error by the City.		
No more than 50% of building, electrical, plumbing, fire, gas or mechanical fees shall be refunded.		
No refund shall be given on permits over thirty (30) days from date of issuance or if construction has been started; unless the permit is issued in error by the City.		
No refund shall be given on plan review, preliminary permit fees, administrative fees, or technology fees.		
Refunds will only be issued to the individual or entity that made the original payment; unless written, notarized authorization is provided by the individual or entity who made the payment.		
The minimum permit fees are non-refundable.		
Refunds shall only be released to the applicant unless a written notarized notification is received from the applicant authorizing a refund to be released to someone else.		
New Commercial Structures 2,000 square foot and greater will require a non-refundable fee of one-half of the building permit fee to be paid at time of application. This fee will be credited back to the building permit if the permit is issued prior to the expiration of the permit application.		
Building permits shall become null and void if construction has not started and/or a valid inspection called for within one hundred eighty (180) days from the issue date.		
Construction plans & Master File plans before permit issuance: The first re-submittal is included in the permit application; however, fees will be incurred for subsequent re-submittals and charged per trade.		
Modified Construction Plans after permit issuance and re-submittals for those revisions: Fees will be incurred for each trade.		
2 sets of paper construction plans will be stamped at no charge. Fees will be incurred for any additional sets of plans stamped. Fees will be incurred for any plan sets printed for applicants.		
No partial payments will be allowed.		

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: July 28, 2025

From: Joe Iozzi, (Police Chief)

Subject: An Ordinance of the City of Leesburg, Florida, Amending Section 13, "Motor Vehicles and Traffic," of the Code of Ordinances by amending Section 13-5 to Adopt the Maximum Rates for Towing and Storage of Vehicles as Set Forth in Florida Administrative Code Rule 15B-9.010; providing for conflicts, severability, codification; and an effective date.

Staff Recommendation:

Approve the ordinance and set public hearing and second reading.

Analysis:

Under existing City Code, the Leesburg Police Department is authorized to issue administrative orders setting rate schedules for wrecker services used in the City's police-directed towing rotation system. These rates must be reasonable and fair to the public.

Florida Administrative Code Rule 15B-9.010, adopted by the Florida Department of Highway Safety and Motor Vehicles, establishes maximum allowable rates statewide for towing and storage of vehicles towed at the direction of law enforcement.

The proposed ordinance aligns the City's towing and storage rate cap with the maximum amounts allowed by state law. It further provides that future amendments to Rule 15B-9.010 will automatically apply to the City's wrecker system, avoiding the need for repeated local ordinance amendments.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A Business Impact Estimate has been prepared in accordance with § 166.041(4), Florida Statutes, and is attached for Commission review. The ordinance is not expected to have a significant economic impact on

local towing businesses currently participating in the City's wrecker rotation system.

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 13, "MOTOR VEHICLES AND TRAFFIC," OF THE CODE OF ORDINANCES BY AMENDING SECTION 13-5 TO ADOPT THE MAXIMUM RATES FOR TOWING AND STORAGE OF VEHICLES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 15B-9.010; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg Police Department utilizes a wrecker allocation system to ensure prompt, safe, and fair towing services for vehicles removed at the request of law enforcement; and

WHEREAS, Section 13-5 of the City Code authorizes the Police Department to establish rate schedules to be followed by participants in the wrecker allocation system; and

WHEREAS, Rule 15B-9.010, Florida Administrative Code, sets forth statewide maximum rates for towing and storage of vehicles at the request of law enforcement agencies, as authorized by section 715.07, Florida Statutes; and

WHEREAS, the City Commission finds it to be in the best interest of the public to adopt the maximum rates established by Rule 15B-9.010, Florida Administrative Code, as amended from time to time, to ensure regional consistency, fairness, and administrative efficiency;

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

Section 1. Recitals. The above recitals are adopted and incorporated herein by reference.

Section 2. Approval of Text Amendment. Section 13-5(a)(3) of the Code of Ordinances of the City of Leesburg is hereby amended to read as follows (new language is underlined, deletions are ~~struck through~~):

Sec. 13-5. - Duties of police department.

(a) The city police department shall, by administrative order, establish the following:

(1) Minimum equipment requirements for all wrecker classes utilized within the city under the provisions of the police department's wrecker allocation system.

(2) Minimum requirements for wrecker operators, to include:

- a. Driver's license requirements.
- b. Worker's compensation and employee's liability insurance as required by state statute.
- c. Garage liability insurance.
- d. Automobile liability insurance.

(3) Rate schedules to be followed by participants of the wrecker allocation system for use when providing services through the wrecker allocation system. These rates shall not apply to a vehicle owner's/operator's request for utilization of a specific wrecker operator.

- a. Any rate established shall be reasonable, just, and fair to the public.
- b. Established rates shall be changed when appropriate.
- c. Separate rates may be established for separate classes of wreckers.

d. Notwithstanding the foregoing, the maximum rates for towing and storage of vehicles removed at the request of the City of Leesburg Police Department shall be those established by Rule 15B-9.010, Florida Administrative Code, as amended from time to time. These rates shall apply to all participants in the police department's wrecker allocation system and shall automatically adjust in accordance with amendments to the rule without the need for further ordinance amendment.

(4) Required procedures for rate disclosure, consistent with F.S. § 715.07(2)(a)6.

(5) Storage rates and rates and maintenance fees for vehicles while stored at the city police department facility.

(6) Minimum requirements for vehicle storage facilities provided by wrecker operators.

(7) Guidelines for a wrecker rotation system for the allocation of wrecker services required by or through the city police department wrecker allocation system.

(8) General operational requirements and inspection procedures for wrecker operators. The department shall also establish grounds and procedures for denial, removal or suspension from participation in the wrecker allocation system.

(b) The rules specified in the administrative orders shall apply only to those wrecker operators who qualify and participate in the police department's wrecker call allocation system for:

(1) Removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle.

(2) Removal of wrecked, disabled, stolen or abandoned motor vehicles in the event the owner or operator is incapacitated, unavailable, or leaves the procurement of wrecker service to the discretion of the city police officer at the scene, or otherwise does not consent to the removal of the vehicle.

Section 3. Severability and Conflicts. The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

Section 4. Code Inclusion. The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____ 2025 by the City Commission of the City of Leesburg, Florida.

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Grant Watson, City Attorney

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

ORDINANCE 2025-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 13, "MOTOR VEHICLES AND TRAFFIC," OF THE CODE OF ORDINANCES BY AMENDING SECTION 13-5 TO ADOPT THE MAXIMUM RATES FOR TOWING AND STORAGE OF VEHICLES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 15B-9.010; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance amends Section 13-5 of the City Code to adopt the maximum rates for towing and storage of vehicles at the request of the City Police Department as established by Rule 15B-9.010, Florida Administrative Code, as may be amended from time to time. The ordinance provides that the City's rate schedule will automatically update in accordance with future amendments to the state rule, eliminating the need for additional local ordinance amendments.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) Direct compliance costs businesses may reasonably incur:

The ordinance applies only to towing and storage services provided at the request of the City Police Department under the City's wrecker rotation system. It does not regulate private-to-private towing arrangements.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new compliance costs are imposed beyond adherence to Rule 15B-9.010, which already governs towing at the request of law enforcement throughout Florida.

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs:

The proposed ordinance is not expected to result in any additional costs to the City of Leesburg. The City does not directly provide towing or storage services, nor does it collect fees for such services. All towing and storage charges are billed directly by the private

wrecker operators to the vehicle owner or responsible party in accordance with the approved rate schedule.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Approximately 3–5 local towing companies currently participating in the City's wrecker rotation system.

4. Additional information the governing body deems useful (if any):

This ordinance ensures administrative consistency and reduces the need for future ordinance amendments if the State of Florida updates Rule 15B-9.010.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: July 28, 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 Lease Agreement Extension with Blue Heron CPA for space at the Leesburg Incubator; and providing an effective date.

Staff Recommendation:

Approval of the resolution as presented.

Analysis:

This item has been added to the agenda pursuant to the direction received from the City Commission at its July 14 meeting. This lease contains modified rent and deposit sections, but is generally the same form and intent as the current lease, set to expire September 1, 2025.

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
LEASE AGREEMENT EXTENSION WITH BLUE HERON CPA FOR SPACE
AT THE LEESBURG INCUBATOR; 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 extension with Blue Heron CPA, whose address is 1318 Quail Court, The Villages, Florida 32163, for space at the Leesburg Incubator.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 28th day of July 2025.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS LEASE entered into on the 28th day of July, 2025, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as "LESSOR", and **Blue Heron CPAs c/o Leah M. Lewis** hereafter referred to as "LESSEE",

WITNESSETH:

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

1. **TERM.** The term of this lease shall be for a period of one (1) year, commencing as of September 1, 2025 and ending at midnight on August 31, 2026, unless sooner terminated in accordance with the terms and conditions of this Lease. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant renovations, improvements and general business operation establishment. During that time, all terms, conditions and covenants of this Lease shall apply to Lessee's occupancy of the premises and all activities carried out by the Lessee there, with the sole exception that no rent shall be due until commencement of the term. Lessor and/or Lessee can terminate the Lease Agreement without penalty, with a 30-day written notice to either party.
2. **RENT.** Lessee shall pay monthly rent to Lessor in the amount of \$250 per month, plus all applicable sales tax.

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

Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so will constitute a default under this Lease and entitle Lessor, after first giving notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. All monthly Rent and sales tax payments are due in advance and shall be made without demand, setoff, abatement, or reduction. If rent is not paid by the 6th day of the month, a late fee of five percent (5.0%) of the Rent amount will be imposed and shall be due and owing to Lessor. Rent is considered late if not paid on or before the 1st day of each month notwithstanding the date upon which a late fee may be imposed.

If at any time a check given by the Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check. In addition, Lessor may charge a service charge in an amount consistent with Section 68.065, Florida Statutes, as amended from time to time, and pursue all remedies available under Florida law to collect payment on the check.

3. **USE.** The premises shall be used only for office uses and no other use shall be made of the premises without the prior written consent of Lessor, which consent shall lie in the sole discretion of Lessor. The Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to the surrounding property and/or other tenant in the Business Incubator.

Lessee shall not allow the production, use handling or storage of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee's use of the Premises shall at all times be in conformance with all laws, codes, ordinances, statutes, rules, regulations, and/or covenants applicable to the Premises.

4. **DEPOSIT.** Lessee has previously deposited \$300 with the Lessor and the Lessor shall continue to hold the deposit until the term of this Lease has ended. The deposit shall be returned to the Lessee within sixty days of the term of this Lease.

Upon any default by Lessee under this Lease, Lessor may at its sole option recover damages resulting from such default from Lessee as provided more particularly below, or Lessor may at any time withdraw from the security deposit an amount sufficient to compensate Lessor for such damages, and, if such damages exceed the security deposit amount, Lessor may recover differences from Lessee directly, it being specifically understood that the amount of the security deposit does not in any way limit the liability of Lessee for damages under this Lease. The portion of deposit, if any, not utilized to compensate Lessor for damages, not including normal wear and tear, may be only applied to the last month's rent with the prior express consent of Lessor.

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

Water, sewer, gas and electric services are provided in the facility by the Lessor.

6. **TAXES.** Lessee shall pay all sales taxes due on the rent or other charges paid by Lessee to, or on behalf of, Lessor under this Lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any intangible personal property or ad valorem taxes assessed against this Leasehold interest.
7. **INSURANCE.** Lessor will insure the building against damage by fire and other casualty, but this insurance will cover the structure only and all proceeds thereof shall be the sole property of Lessor. Lessee is responsible for insuring its own personal property on the premises. Lessee shall at its expense procure and maintain in force throughout the term of the Lease, the following insurance policies:

- a. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than two hundred fifty thousand dollars (\$250,000) combined single limit coverage for damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.
 - b. Worker's Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.
 - c. Any other policies of insurance or special endorsements which Lessor may be required to protect Lessee's property or interests.
8. **MAINTENANCE.** Lessor shall maintain the roof and shall repair any major structural defects not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees, guests, or invitees.

Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, representatives, employees, guests, or invitees.

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

9. **FIRE EQUIPMENT.** Lessor shall provide and maintain, at Lessor's sole expense, approved fire protection devices adequate for each room of Building Incubator in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections of the fire safety equipment shall be provided upon request.
10. **ENTRY AND INSPECTIONS.** At any reasonable time, during normal business hours and with not less than 1 hour prior notice, Lessor may enter the premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease or to otherwise evaluate the condition of the premises. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such

repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this Lease. In the event Lessor recovers costs from the security deposit, Lessee shall be responsible for promptly replenishing the security deposit to the full amount of \$300.00.

Lessor may enter the premises to make repairs, replacements, and alterations upon providing reasonable notice to Lessee, except in the case of an emergency in which case no notice to Lessee is required. Lessor may also show the premises during the sixty days prior to termination of this Lease, to prospective tenants, during business hours upon providing reasonable notice to Lessee.

11. **ADDITIONAL RENT.** All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all sales or other taxes due thereon and all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms by the Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this Lease, for nonpayment of the rent itself.
12. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be unreasonably withheld, Lessee may erect adequate signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then, Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this Lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises caused by such removal and restores the area damaged to a condition comparable to the remainder of the premises.
13. **LIENS.** The interest of Lessee in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for maintenance, repairs, replacements, or alterations made by or on behalf of Lessee. Lessee represents to Lessor that any improvements that might be made by Lessor to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Lessor do not constitute the "pith of the lease" under applicable Florida case law. Lessor shall keep

the Premises free and clear from all liens and encumbrances related to any work performed by Lessee, and shall indemnify, defend, save, and hold Lessor harmless from any and all claims, demands and liabilities of any nature whatsoever arising out of or related to any maintenance, repairs, replacements, or alterations which Lessee makes or causes to be made to the Premises. Lessee shall not subject the Premises or any interest of Lessor in the Premises to any liens for labor, services, or materials furnished to the Premises, without the prior express written consent of Lessor, and hereby agrees to indemnify and hold Lessor and the Lessor's real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Lessor's title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee or Lessee's contractors or subcontractors. If such a lien is placed on Lessor's title to the Premises, then Lessee shall promptly take such steps as are necessary to have such lien removed.

All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. The Lessee agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Lessor and Lessee agree that a short form memorandum of this Lease or other allowable notice pursuant to Section 713.10, Florida Statutes may be recorded in the Public Records of Lake County, Florida, containing the language of this clause, the name of the Lessor and Lessee, and the legal description of the real property on which the Premises, Building, and Business Incubator are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended from time to time.

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

Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity.

So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the premises.

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

- a. Lessee has inspected the premises and found them to be fit for its intended purposes.
- b. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of

Lessee's business the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.

- c. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
 - d. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.
 - e. Except for any warranties set forth specifically in this Lease, all warranties of any nature concerning the premises, either oral or written, expressed or implied and whether of habitability, fitness for a particular purpose or otherwise, are waived by Lessee, and disclaimed by Lessor, and Lessee agrees to accept the premises in "AS- IS" condition.
 - f. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and the person signing this Lease is authorized to bind Lessee.
16. **INDEMNITY.** To the fullest extent permitted by law, Lessee shall indemnify, defend, save, and hold harmless the Lessor and Lessor's commission members, board members, manager, employees, agents, representatives, and insurers ("Lessor Parties"), from and against any and all liability, claims, demands, damages, debts, and obligations of any nature (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or related to Lessee's use, possession, maintenance, repair, replacement, or occupancy of the Premises, excepting only matters which are the direct result of Lessor's gross negligence or willful misconduct. This Indemnification section shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Lessee's indemnification obligations under this section be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease. Lessee's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Lessee's obligations under this Indemnification section. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Lessor shall have the right to select its own counsel in connection with the operation of this indemnification section.
17. **DAMAGE BY LESSEE OR FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or terminate this Lease. If damage does not exceed the

above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor.

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

18. **BANKRUPTCY.** This Lease shall be terminated immediately, without notice to Lessee in the event Lessee or any surety of Lessee on this Lease becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.
19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof.
20. **DEFAULT.** In the event of default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than fifteen (15) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within fifteen (15) days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure all alleged default, and diligently continues those efforts without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default. Notwithstanding anything to the contrary contained herein, Lessor may terminate this

Lease without providing Lessee an opportunity to cure for any breach or default that involves damage to the premises or which causes harm to or endangers the health, safety or welfare of any other person. In such case Lessor will provide Lessee written notice and Lessee shall vacate the premises within fifteen (15) days of Lessor's delivery of the written notice.

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

Upon expiration or sooner termination of this Lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so, Lessee shall be liable for double the monthly Rent and Lessor shall be entitled to commence an action for possession of the premises without further notice. In any event, in addition to recovery of possession and double Rent, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee.

21. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.
22. **ARREARAGES.** Any amount of money to be paid to Lessor by Lessee under this Lease, which is not paid by the end of the month in which it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.
23. **ASSIGNMENT & SUBLEASING.** This Lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part whatsoever.
24. **MEMORANDUM.** Lessor may, at its option, record a memorandum of this Lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interest in the premises and of the prohibition against liens against Lessor's interest in the premises.

25. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:
- a. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
 - b. The termination date of the Lease;
 - c. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.
26. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agree that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.
27. **COSTS AND FEES.** In the event it is necessary for the Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either part, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, in addition to any other relief granted.
28. **GOVERNING LAW.** This Lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be exclusively in a state court of competent jurisdiction in and for Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.
29. **NOTICES.** Any Notices required by this Lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS, or other widely recognized overnight courier service, or mailed by the United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark, any notice hand delivered shall be deemed effective upon delivery, and any notice sent by overnight courier shall be deemed effective on the next business day following the date on which the properly addressed notice is placed into the hands of the courier service for transmittal, and any time period shall begin running as of that date, whether or not the notice is actually received. Notwithstanding the foregoing or anything else to the contrary contained herein, Lessor may serve notices on Lessee by posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall be deemed delivered on the date of posting. Notices to Lessor and notices mailed to Lessee shall be in writing and sent to the parties at the following addresses:
- a. To Lessor at the address below:

ll

Office of the City Manager
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749

- b. To Lessee at the address below:

1318 Quail Court
The Villages, FL 32163

30. **CONSTRUCTION.** Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Lease in any manner.
31. **NATURE OF AGREEMENT.** This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease had not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended orally, by waiver or course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors.
32. **BINDING EFFECT.** This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.
33. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this Lease or to repair and restore the remaining portion of the premises at its own expenses, and keep this Lease in force.
34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the Lease shall continue in full force and effect as if executed originally without the invalid portion.
35. **ADA COMPLIANCE.** Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the American With Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in the operation of its business

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

36. **WAIVER OF JURY TRIAL.** Lessor and Lessee knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the landlord/tenant relationship, or the Premises.

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

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

Approved as to form and content:

City Attorney

WITNESSES (Two Required)

LESSEE:

Leah Lem
PARTNER

Title

Date: 7/22/25

LEASE AGREEMENT

THIS LEASE entered into on the 22nd day of August, 2022, between THE CITY OF LEESBURG, FLORIDA, hereafter referred to as "LESSOR", and Blue Heron CPAs c/o Leah M. Lewis hereafter referred to as "LESSEE",

WITNESSETH:

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

1. **TERM.** The term of this Lease shall be for a period of three (3) years, commencing as of Sept 1, 2022 and ending at midnight on Sept 1, 2025, unless sooner terminated in accordance with the terms and conditions of this Lease. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant renovations, improvements and general business operation establishment. During that time, all terms, conditions and covenants of this Lease shall apply to Lessee's occupancy of the premises and all activities carried out by the Lessee there, with the sole exception that no rent shall be due until commencement of the term. Lessor and/or Lessee can terminate the Lease Agreement without penalty, with a 30 day written notice to either party.
2. **RENT.** Lessee shall pay monthly rent to Lessor in the amount of \$300 per month, plus all applicable sales tax. The Parties understand and agree that Lessee's reduced rent payments during the first twenty-four (24) months of the Lease Term are provided in consideration of USDA Rural Development expenditures related to Lessor's planned improvements to the leased premises as set forth herein.

Lessee shall, for the final twelve (12) months of the Lease Term, starting Sept 1, 2024 shall pay a monthly rent to the Lessor in the amount of \$350 per month, plus all applicable sales tax.

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

Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so will constitute a default under this Lease and entitle Lessor, after first giving notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. All monthly Rent and sales tax payments are due in advance and shall be made without demand, setoff, abatement, or reduction. If rent is not paid by the 6th day of the month, a late fee of five percent (5.0%) of the Rent amount will be imposed and shall be due and owing to Lessor. Rent is considered late if not paid on or before the 1st day of each month notwithstanding the date upon which a late fee may be imposed.

If at any time a check given by the Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check. In addition, Lessor may charge a service charge in an amount consistent with Section 68.065, Florida Statutes, as amended from time to time, and pursue all remedies available under Florida law to collect payment on the check.

LL

3. **USE.** The premises shall be used only for office uses and no other use shall be made of the premises without the prior written consent of Lessor, which consent shall lie in the sole discretion of Lessor. The Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to the surrounding property and/or other tenant in the Business Incubator.

Lessee shall not allow the production, use handling or storage of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee's use of the Premises shall at all times be in conformance with all laws, codes, ordinances, statutes, rules, regulations, and/or covenants applicable to the Premises.

4. **DEPOSIT.** To secure performance by Lessee of its financial obligations hereunder, Lessee shall within five (5) days of the date of execution of this Lease, and in addition to the first month rent, provide Lessor with a \$300 deposit.

Upon any default by Lessee under this Lease, Lessor may at its sole option recover damages resulting from such default from Lessee as provided more particularly below, or Lessor may at any time withdraw from the security deposit an amount sufficient to compensate Lessor for such damages, and, if such damages exceed the security deposit amount, Lessor may recover differences from Lessee directly, it being specifically understood that the amount of the security deposit does not in any way limit the liability of Lessee for damages under this Lease. The portion of deposit, if any, not utilized to compensate Lessor for damages, not including normal wear and tear, may be only applied to the last month's rent with the prior express consent of Lessor.

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

Water, sewer, gas and electric services are provided in the facility by the Lessor.

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

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

- a. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than two hundred fifty thousand dollars (\$250,000) combined single limit coverage for

u

damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor as additional rent hereunder.

- b. Worker's Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.
- c. Any other policies of insurance or special endorsements which Lessor may be required to protect Lessee's property or interests.

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

Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, representatives, employees, guests, or invitees.

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

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

10. **ENTRY AND INSPECTIONS.** At any reasonable time, during normal business hours and with not less than 1 hour prior notice, Lessor may enter the premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this Lease or to otherwise evaluate the condition of the premises. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this Lease. In the event Lessor recovers costs from the security deposit, Lessee shall be responsible for promptly replenishing the security deposit to the full amount of \$300.00.

Lessor may enter the premises to make repairs, replacements, and alterations upon providing reasonable notice to Lessee, except in the case of an emergency in which case no notice to Lessee is

required. Lessor may also show the premises during the sixty days prior to termination of this Lease, to prospective tenants, during business hours upon providing reasonable notice to Lessee.

11. **ADDITIONAL RENT.** All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all sales or other taxes due thereon and all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms by the Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this Lease, for nonpayment of the rent itself.
12. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be unreasonably withheld, Lessee may erect adequate signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then, Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this Lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises cause by such removal and restores the area damaged to a condition comparable to the remainder of the premises.
13. **LIENS.** The interest of Lessee in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for maintenance, repairs, replacements, or alterations made by or on behalf of Lessee. Lessee represents to Lessor that any improvements that might be made by Lessor to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Lessor do not constitute the "pith of the lease" under applicable Florida case law. Lessor shall keep the Premises free and clear from all liens and encumbrances related to any work performed by Lessee, and shall indemnify, defend, save, and hold Lessor harmless from any and all claims, demands and liabilities of any nature whatsoever arising out of or related to any maintenance, repairs, replacements, or alterations which Lessee makes or causes to be made to the Premises. Lessee shall not subject the Premises or any interest of Lessor in the Premises to any liens for labor, services, or materials furnished to the Premises, without the prior express written consent of Lessor, and hereby agrees to indemnify and hold Lessor and the Lessor's real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Lessor's title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee or Lessee's contractors or subcontractors. If such a lien is placed on Lessor's title to the Premises, then Lessee shall promptly take such steps as are necessary to have such lien removed. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of

ll

the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. The Lessee agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Lessor and Lessee agree that a short form memorandum of this Lease or other allowable notice pursuant to Section 713.10, Florida Statutes may be recorded in the Public Records of Lake County, Florida, containing the language of this clause, the name of the Lessor and Lessee, and the legal description of the real property on which the Premises, Building, and Business Incubator are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended from time to time. .

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

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

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

- a. Lessee has inspected the premises and found them to be fit for its intended purposes.
- b. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.
- c. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- d. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.
- e. Except for any warranties set forth specifically in this Lease, all warranties of any nature concerning the premises, either oral or written, expressed or implied and whether of habitability, fitness for a particular purpose or otherwise, are waived by Lessee, and disclaimed by Lessor, and Lessee agrees to accept the premises in "AS-IS" condition.
- f. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by

ll

law or by Lessee's governing documents, necessary to the execution of this Lease have been accomplished, and the person signing this Lease is authorized to bind Lessee.

16. **INDEMNITY.** To the fullest extent permitted by law, Lessee shall indemnify, defend, save, and hold harmless the Lessor and Lessor's commission members, board members, manager, employees, agents, representatives, and insurers ("Lessor Parties"), from and against any and all liability, claims, demands, damages, debts, and obligations of any nature (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or related to Lessee's use, possession, maintenance, repair, replacement, or occupancy of the Premises, excepting only matters which are the direct result of Lessor's gross negligence or willful misconduct. This Indemnification section shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Lessee's indemnification obligations under this section be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease. Lessee's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Lessee's obligations under this Indemnification section. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Lessor shall have the right to select its own counsel in connection with the operation of this indemnification section.
17. **DAMAGE BY LESSEE OR FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or terminate this Lease. If damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor.
- If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, representatives, employees, invitees, or guests, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, representatives, employees or guests.
18. **BANKRUPTCY.** This Lease shall be terminated immediately, without notice to Lessee in the event Lessee or any surety of Lessee on this Lease becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.
19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies

u

for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this Lease on account thereof.

20. **DEFAULT.** In the event of default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than fifteen (15) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within fifteen (15) days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure all alleged default, and diligently continues those efforts without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default. Notwithstanding anything to the contrary contained herein, Lessor may terminate this Lease without providing Lessee an opportunity to cure for any breach or default that involves damage to the premises or which causes harm to or endangers the health, safety or welfare of any other person. In such case Lessor will provide Lessee written notice and Lessee shall vacate the premises within fifteen (15) days of Lessor's delivery of the written notice.

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

Upon expiration or sooner termination of this Lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so, Lessee shall be liable for double the monthly Rent and Lessor shall be entitled to commence an action for possession of the premises without further notice. In any event, in addition to recovery of possession and double Rent, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee.

21. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.
22. **ARREARAGES.** Any amount of money to be paid to Lessor by Lessee under this Lease, which is not paid by the end of the month in which it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.
- LL

23. **ASSIGNMENT & SUBLEASING.** This Lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part whatsoever.
24. **MEMORANDUM.** Lessor may, at its option, record a memorandum of this Lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interest in the premises and of the prohibition against liens against Lessor's interest in the premises.
25. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:
- a. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
 - b. The termination date of the Lease;
 - c. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.
26. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agree that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.
27. **COSTS AND FEES.** In the event it is necessary for the Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either part, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, in addition to any other relief granted.
28. **GOVERNING LAW.** This Lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be exclusively in a state court of competent jurisdiction in and for Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.
29. **NOTICES.** Any Notices required by this Lease shall be in writing and shall be either delivered in person, sent by Federal Express, UPS, or other widely recognized overnight courier service, or mailed by the United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark, any notice hand delivered shall be deemed effective upon delivery, and any notice sent by overnight courier shall be deemed effective on the next business day following the date on which the properly addressed notice is placed into the hands of the courier service for transmittal, and any time period shall begin running as of that date, whether or not the notice is actually received. Notwithstanding the foregoing or anything else to the contrary contained herein, Lessor may serve notices on Lessee by posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall

LL

be deemed delivered on the date of posting. Notices to Lessor and notices mailed to Lessee shall be in writing and sent to the parties at the following addresses:

- a. To Lessor at the address below:

Office of the City Manager
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749

- b. To Lessee at the address below

1318 Quail Court
The Villages, FL 32163

30. **CONSTRUCTION.** Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the test of this Lease in any manner.
31. **NATURE OF AGREEMENT.** This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease had not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended orally, by waiver or course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors.
32. **BINDING EFFECT.** This Lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.
33. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this Lease or to repair and restore the remaining portion of the premises at its own expenses, and keep this Lease in force.
34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Lease shall continue in full force and effect as if executed originally without the invalid portion.
35. **ADA COMPLIANCE.** Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the American With Disabilities Act. Such improvements shall be the responsibility of the Lessee. The Lessee shall observe and

LL

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

36. **WAIVER OF JURY TRIAL.** Lessor and Lessee knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the landlord/tenant relationship, or the Premises.

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

THE CITY OF LEESBURG, FLORIDA

Attest:

J. Indi Purvis
City Clerk

By

Mike Pederson, Mayor

DATE: August 22, 2022

Approved as to form and content:

[Signature]
City Attorney

WITNESSES (Two Required)

LESSEE:

By

Leah Kern
Managing Partner
Title

DATE: Aug 19, 2022

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
May 31, 2025

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Jam Entertainment	Sent to Attorney for collection	Security for Nov 18,2023	295.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Mosley, Karissa	Sent to Attorney for collection	Security for Mar 16, 2025	782.50
			<u>1,789.49</u>

041 Fund

Pea, Marquise	Sent to Attorney for collection	Damages to City Property	3,963.64
Towler, Ethan	Sent to Attorney for collection	Apprenticeship Reimbursement	12,561.91
			<u>16,525.55</u>

Total 18,315.04

001 FUND TOTAL	\$	1,789.49
041 FUND TOTAL	\$	16,525.55
	\$	<u><u>18,315.04</u></u>

Expected write offs as of May 31, 2025

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	\$ 159,374	39	956
difference - () negative	\$ (259,228)	(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	472.28	373.71
November	29,713	4	79	813.97	334.90
December	30,263	0	76	0.00	398.20
January	44,737	9	81	219.20	527.94
February	40,176	7	89	486.42	413.16
March	25,043	7	57	486.42	327.77
April	46,684	12	95	512.07	426.72
May	25,599	3	60	1,396.32	373.50
June					
July					
August					
September					
Accounts to be written off	\$ 266,803	45	599		
Prior Yr to Date	\$ 336,496	34	652		
difference - () negative	\$ 69,693	(11)	53		

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
9/31/2025

		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		\$88,324,155.86	\$19,669,987.31	\$6,500,071.08	\$ 230,765.70	\$ 308,917.26	\$12,040,121.49	\$ 9,056,960.16	\$ 8,058,491.19	\$ 12,896,985.77	\$ 616,532.32	\$4,721,161.19	\$7,258,614.78	\$ 922,132.35	\$ 6,043,395.26
RESTRICTED CASH	CUSTOMER DEPOSITS	6,730,219.92					4,997,360.84	1,004,320.71	717,133.27		9,655.00				
	RENEWL & REPLCMNT	18,000,876.38	680,920.15	43,135.88			1,294,828.16	1,031,392.46	5,997,688.74	7,320,628.41	850,000.00	257.49			782,025.09
	BOND/NOTE SINKING FUND	4,006,587.10		(119,842.39)			1,482,754.61	53,506.02	554,517.85	2,035,651.01					
	INFRASTRUCTURE DEVELOPMENT	172,707.11		172,707.11											
	SIGN GRANT & HUD SHIP														
	HWY 441/27 CRA - Restricted Surplus	6,679,000.00		600,000.00		6,079,000.00									
	IMPACT FEES	5,497,753.51							1,897,753.36	3,600,000.15					
	OTHER RESTRICTED CASH	8,272,635.13	184,218.61	78,108.43		7,809,535.09		5,129.40							
	DEVELOPER CONTRIBUTIONS	301,718.92					296,589.62								
	RATE STABILIZATION	2,462,486.00					2,462,486.00								
SUBTOTAL OF RESTRICTED CASH		52,123,984.07	665,138.76	774,109.03		13,888,535.09	10,534,019.23	2,094,548.59	9,167,093.22	12,957,829.57	859,655.00	257.49			782,025.09
TOTAL POOLED CASH		\$140,448,139.93	\$ 20,535,126.07	\$ 7,274,180.11	\$ 230,765.70	\$ 14,197,452.35	\$ 22,574,140.72	\$ 11,151,508.75	\$ 17,225,584.41	\$ 25,854,815.34	\$ -	\$ 1,476,187.32	\$ 4,721,438.68	\$ 922,132.35	\$ 6,825,420.35
NON-POOLED RESTRICTED CASH	CASH WITH FISCAL AGENT	1,878,272.90			989,411.01			149,105.81	310,021.00	429,735.08					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		1,878,272.90			989,411.01			149,105.81	310,021.00	429,735.08					
TOTAL POOLED CASH AND INVEST		\$142,326,412.83	\$20,535,126.07	\$ 7,274,180.11	\$1,220,176.71	\$14,197,452.35	\$22,574,140.72	\$11,300,614.56	\$17,535,605.41	\$26,284,550.42	\$1,476,187.32	\$4,721,438.68	\$7,258,614.78	\$922,132.35	\$6,825,420.35

INDIVIDUAL SPECIAL REVENUE FUNDS

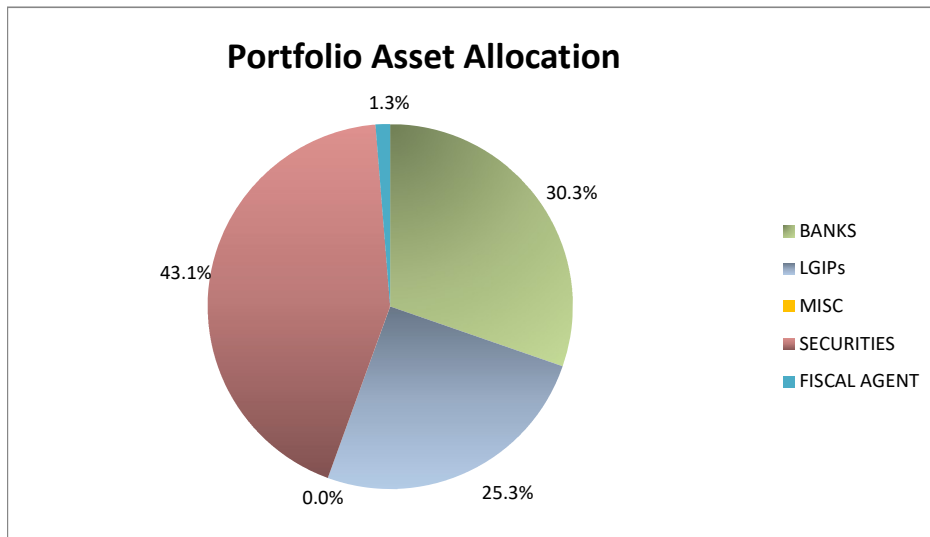
	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEEBSBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	TAX	GAS FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
POOLED CASH & INVESTMENTS													
OPERATING CASH	\$ 6,500,071.08	\$ 200,974.27	\$ 481,948.81	\$ 1,082,777.45	\$ 1,000,886.44	\$ 70,215.65	\$ 9,166.18	\$ 2,499,835.81	(134,067.92)	\$ 685,040.81	\$ 404,727.80	\$ 198,565.78	
RESTRICTED CASH	HUD SHIP PROGRAM & SHOUSE PROCEEDS	78,108.43	78,108.43										
	BOND/NOTE SINKING FUND	(119,842.39)		64,959.52	(184,801.91)								
	SIGN GRANT	172,707.11		23,475.77	105,362.14								
	R&R / OTHER RESTRICTED	43,135.88	43,135.88	43,869.20									
	CUSTOMER DEPOSITS	600,000.00			600,000.00								
SUBTOTAL OF RESTRICTED CASH		\$ 774,109.03	\$ 121,244.31	\$ 68,435.29	\$ 43,869.20	\$ 520,560.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 7,274,180.11	\$ 322,218.58	\$ 570,384.10	\$ 1,126,646.65	\$ 1,521,446.67	\$ 70,215.65	\$ 9,166.18	\$ 2,499,835.81	\$ (134,067.92)	\$ 685,040.81	\$ 404,727.80	\$ 198,565.78
NON-POOLED RESTRICTED CASH	DEP-WELLS FARGO	\$ -											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 7,274,180.11	\$ 322,218.58	\$ 570,384.10	\$ 1,126,646.65	\$ 1,521,446.67	\$ 70,215.65	\$ 9,166.18	\$ 2,499,835.81	\$ (134,067.92)	\$ 685,040.81	\$ 404,727.80	\$ 198,565.78

INTERNAL SERVICE FUNDS

	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
POOLED CASH & INVESTMENTS					
OPERATING CASH	\$ 6,043,395.26	\$ 1,090,778.54	\$ 2,952,123.42	\$ -	\$ 2,000,493.30
RESTRICTED CASH	782,025.09				782,025.09
SUBTOTAL OF RESTRICTED CASH	\$ 782,025.09	\$ -	\$ -	\$ -	\$ 782,025.09
TOTAL POOLED CASH	\$ 6,825,420.35	\$ 1,090,778.54	\$ 2,952,123.42	\$ -	\$ 2,782,518.39
TOTAL POOLED CASH AND INVESTMENTS	\$ 6,825,420.35	\$ 1,090,778.54	\$ 2,952,123.42	\$ -	\$ 2,782,518.39

**CITY OF LEESBURG
INVESTMENT REPORT
5/31/2025**

DESCRIPTION	BALANCE 5/31/2025
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$20,758,560
Southstate Bank - Savings	11,479
Southstate Bank - CD	2,159,280
JP Morgan - CD	5,464,657
Southstate Bank - CD	5,363,516
TD Bank - CD	4,408,136
Seaside Bank	4,451,170
United Southern Bank-Bikefest	518,621
	\$43,135,419
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,921,129
FLCLASS	11,313,770
FLPRIME	15,706,665
	35,941,564
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,878,273
CHANDLER ASSET MANAGEMENT (SECURITIES)	61,371,157
	61,371,157
TOTAL INVESTMENTS	142,326,413
MARKET ADJUSTMENT	32,974
TOTAL VALUE OF INVESTMENTS	\$142,359,386



City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of May 1, 2025- May 31, 2025 or 67%

Fund Name	EXPENSES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Expenses	FY 25 Percentage	FY 24 Expenses	FY 24 Percentage
<u>General Fund</u>	39,222,413	25,551,887	65%	23,310,093	65%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	71,803	44%	82,204	57%
Debt Service Fund	1,858,295	1,856,526	100%	1,606,462	93%
Capital Projects Fund	16,061,427	1,721,094	11%	4,901,652	36%
Discretionary Sales Tax	4,084,186	2,683,978	66%	1,836,800	58%
Police Forfeiture Fund	96,979	64,918	0%	51,571	58%
Police Education Fund	-	-	0%	-	0%
Gas Tax	1,161,873	1,047,912	90%	601,012	60%
Police Impact Fees	1,284,500	863,993	0%	-	0%
Fire Impact Fees	-	-	0%	-	0%
Recreation Impact Fees	500,000	500,000	0%	-	0%
Building Fund	1,736,090	966,304	56%	1,032,628	56%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,112,826	873,822	79%	788,441	72%
Carver Heights CRA fund	1,616,913	571,726	35%	191,212	18%
Highway 27/441 CRA fund	7,261,062	7,009,481	97%	929,495	38%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,510,823	1,102,953	31%	957,731	28%
Electric Utility Fund	78,598,649	44,404,773	56%	41,906,342	47%
Gas Utility Fund	16,780,785	7,810,465	47%	6,248,979	43%
Water Utility Fund	18,835,650	6,386,360	34%	6,173,759	32%
Wastewater Utility Fund	39,744,576	9,768,840	25%	8,852,651	13%
Solid Waste Utility Fund	5,595,202	4,388,193	78%	3,459,028	66%
Airport Fund	12,753,540	2,290,060	18%	2,253,320	22%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	5,740,130	75%	5,120,286	64%
Workers Comp Insurance Fund	1,375,902	480,961	35%	549,506	44%
Fleet Maintenance Fund	6,176,209	2,734,797	44%	2,419,345	47%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	1,475,283	51%	981,512	37%
Fire Retirement Trust Fund	2,076,988	1,242,531	60%	1,043,147	56%
General Employees Trust Fund	3,350,000	2,219,996	66%	2,071,009	65%
Total All Funds	275,534,435	133,828,786	49%	117,368,185	40%

275,534,435

-

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of May 1, 2025- May 31, 2025 or 67%

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>	37,550,474	28,931,544	77%	25,295,757	74%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	99,002	61%	84,298	71%
Debt Service Fund	1,858,295	1,858,295	100%	1,720,523	100%
Capital Projects Fund	12,133,766	10,358,870	85%	3,656,292	48%
Discretionary Sales Tax	3,640,000	2,167,296	60%	2,085,849	67%
Police Forfeiture Fund	-	2,997	0%	3,486	0%
Police Education Fund	-	3,841	0%	3,338	0%
Gas Tax	962,500	584,004	61%	566,848	62%
Police Impact Fees	-	125,917	0%	187,482	0%
Fire Impact Fees	-	102,691	0%	59,694	0%
Recreation Impact Fees	-	156,231	0%	80,566	0%
Building Fund	1,031,000	768,145	75%	737,553	70%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,087,613	1,029,631	95%	949,294	103%
Carver Heights CRA fund	1,125,385	1,096,253	97%	776,215	84%
Highway 27/441 CRA fund	3,076,700	3,049,356	99%	2,411,493	104%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,324,873	1,468,758	63%	1,281,965	55%
Electric Utility Fund	76,046,317	48,882,690	64%	42,831,186	48%
Gas Utility Fund	14,648,444	11,076,040	76%	8,514,107	65%
Water Utility Fund	12,373,381	8,756,473	71%	7,876,959	69%
Wastewater Utility Fund	18,658,395	12,086,737	65%	11,761,108	71%
Solid Waste Utility Fund	5,589,302	3,654,832	65%	3,447,339	66%
Airport Fund	11,268,309	4,875,679	43%	1,360,578	15%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	5,060,279	66%	4,400,843	55%
Workers Comp Insurance Fund	1,375,902	1,251,496	91%	933,492	74%
Fleet Maintenance Fund	4,647,928	2,766,881	60%	2,209,409	55%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	1,640,549	56%	3,953,285	150%
Fire Retirement Trust Fund	2,076,988	532,480	26%	4,148,928	223%
General Employees Trust Fund	3,350,000	1,596,483	48%	5,284,847	166%
Use of Fund Balance (Various funds)	49,969,316				
Total All Funds	275,534,435	153,983,450	68%	136,622,734	62%