

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 8, 2025 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

3. PRESENTATIONS:

**A. Certificates of Recognition to members of the New Age Runners:
Janyla Davis, David Dawson, Mattie Orr, Khalib Kizer, Lyric Robertson, Reagan Bullard**

B. Employee Service Award Recognitions:

Five Years: Alyssa Isaacson, Customer Service

Ten Years: Lisa Earl, Finance; Kimberly Miller-Bryant, Police; and Debra Vines, Customer Service

Twenty-Five Years: Corey Goepfert, Gas; and David Wilson, Information Technology

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. FY 26 Budget Workshop #1 held July 7, 2025**
- 2. FY 26 Budget Workshop #2 held July 10, 2025**
- 3. FY 26 Budget Workshop #3 held July 15, 2025**
- 4. Utility Impact Fees Workshop #1 held August 11, 2025**
- 5. Utility Impact Fees Workshop #2 held August 25, 2025**
- 6. Regular meeting held August 25, 2025**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with HALFF ASSOCIATES, INC.; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing Construction Manager at Risk (CMaR) contract with WHARTON-SMITH, INC.; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with DEWBERRY ENGINEERS, INC. d/b/a Dewberry Hydro; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with OCI ASSOCIATES, LLC d/b/a CMTA; 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 Task Order with HALFF ASSOCIATES, INC.; for design and engineering services to redesign the water main within the stock subdivision; and provide an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to amend an existing contract with**

JONES EDMUNDS & ASSOCIATES, INC.; and providing an effective date.

- 7. Purchase request to remove and replace the roof of the Leesburg Police Department headquarters. The existing roof has significantly deteriorated due to age and prolonged exposure to the elements. The proposed roof replacement services will be procured through The Garland Company, Inc.**
- 8. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to amend an existing audit service contract with Forvis Mazars, LLP; and providing an effective date.**
- 9. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services – Real Estate Broker Services Agreement with the three top-ranked firms: The Urban Group, NAI Realvest, and Realty Capital Advisors; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Permanent Utility Easement to the City of Leesburg from School Board of Lake County, for the purpose of granting the City a Permanent Easement over the property described therein; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, promulgating a standard fee schedule for various services rendered at Leesburg International Airport; setting forth findings; repealing any prior fee schedules or resolutions promulgating fees for the Airport; providing a savings clause; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Morningside LLC., regarding electric service to a development known as Morningside at Silver Lake, and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2024 (2025) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) in the amount of \$10,270.00 to defray costs associated with the purchase of department equipment; 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 grant agreement 3-12-0042-034-2025 between the City of Leesburg and the Federal Aviation Administration (FAA) for the purpose of obtaining funding for the Leesburg International Airport Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation Construction and construction administration services; 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. **An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, by amending Section 6, Benefit Amounts and Eligibility, and Section 28, Deferred Retirement Option Plan; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and; providing an effective date.**
2. **An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, of the Code of Ordinances of the City of Leesburg, by amending Section 1.1, Definitions; Section 1.3, Participants Contribution Account; Section 2.2, Normal Retirement and Retirement Income; providing for inclusion in the City's Code of Ordinances; providing for severability; repealing all Ordinances in conflict herewith; and providing for an effective date.**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.53 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (ANNX Royal Highland)**

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.53 +/- acres from Lake County Urban Low Density to City of Leesburg Low Density Residential, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Royal Highland)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.53 +/- acres from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a townhome community for a property generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SPUD Royal Highland)**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
BUDGET WORKSHOP #1 - FY 26
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 7, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a budget workshop meeting on Monday, July 7, 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, Budget Director (BD) Brandy McDaniel, 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. FY 2025-26 Budget Workshop Presentation

CM Minner stated jumping right in this evening's schedule basically looks at the proposed budget for FY 25-26. We will talk about a general fund summary. He will provide some Bikefest data, civic funding data, and a department-by-department recap that comprises the general fund. With the budget summary, our total general fund budget is up about 7.7%. We increased from about \$37.5 million in the general fund budget last year to about \$40.3 million for the proposed FY 25-26, which is a change of about \$2.8 million. It breaks down on the revenue side to about \$16 million in taxes. There is about \$5 million in licenses and permits, \$1.5 million in miscellaneous, \$4.5 million in intergovernmental, and \$1.8 million for charges for services. There is about half a million in fines and forfeitures and then other sources are at \$10.5 million.

One thing that we have done a tremendously good job on, is getting the general fund to look like a typical municipal budget in the State of Florida, which directly relates to how we have continued to reduce our reliance on enterprise fund transfers. More specifically, the electric fund. As we all know with the changes in legislation or the attempts to change legislation, that change was visionary, because we started reducing that before the state legislature started trying to reduce it for us. Again, in FY 26, our budget

matches the percentage versus dollars, so we keep the same dollar amount of \$1.6 million transferred from the electric fund into the general fund, which represents 6% of incorporated sales. If we did not have an electric utility, we would rely on a franchise fee that is typically 6% of your sales in your city, incorporated sales. Our transfer represents just a tick under 4%. That really is a significant number because it shows that the general fund is operating on its own, without significant influence other than franchise revenues. If the state legislature continues to be aggressive in terms of controlling how we spend transfer dollars, we have already done it in the electric fund, which is a big deal.

They did the (SWOT) strengths and weaknesses analysis last year, and he did not change the slide at all because it is still relevant. With strengths, we are still trying to increase public safety. We still have a low millage rate, and he does have some options for that, and they will be talked about tonight. We are looking closer to being a non-electric city, which is important and we have extremely good reserve levels. This is the first time they have seen this since he became the city manager. The general fund performs very well. He was hesitant to say they may be performing better than the enterprise funds, because there are certain mechanisms in the general fund that if we were to veer away from, then those savings could be depleted extremely quickly. The general fund is always on the precipice of danger with legislation and different impacts on it. However, right now, the picture is nice. We can absorb a couple of bumps, but we would not be able to absorb anything crazy like doing away with ad valorem taxes. That would be a significant blow to us, and it would immediately impact public safety, and that is the bottom line.

If he were ever called to testify before the state legislature about a proposal to cut taxes, he would say exactly that, because it would be devastating to this city, and it would immediately affect public safety. With weaknesses, we see slower core growth, and fewer electric funds mean higher taxes. However, we have lucked out with that because we have been able to feed lower transfers with new villages' growth monies. That went away seamlessly while we were in the process of preparing the budget this year. You have to be a bit of a number nerd to recognize it, but that decrease in the franchise fee is a significant change and that was done with The Villages' growth. That was a big part of how we were able to bridge that gap. Again, we have no CIP investments, but he would come back and visit that later. Our health insurance fund is a bit crazy, and we will talk about those two meetings from now, workshop wise, but that is hanging on.

Referring to the General Fund Cash Reserves slide, he said the little yellow circles indicate the cash balance on October 1st, which is an important date, because if we look at where we were in May, we were sitting at just a tick under \$20 million. Our new reserve requirement is inching up as the general fund grows because it is ninety days. So, we used to talk about the need to have about \$7 million in the reserve fund, and now we are looking to keep roughly \$8 million, so we are significantly above that. However, looking at the to-date chart, we see a pattern that began on October 1st, and then we see it spike high and the quick explanation for that is cash flow. So basically, by the end of the first quarter of the fiscal year, we had about 95% of our ad valorem revenue. That is why they see that number spike and as the fiscal year continues, we see it trickle down, and it does repeat. Right now, we are in the middle of a trickle down and by the time October 1st comes, he did not think that it would be under \$20 million, but it should hang out and finish at around \$17.5 million. Now, if we connect the yellow dots, we will see an increase in the reserve. Yes, that is a good thing, but it is also a cautious thing. That cash would let us do some tricky things, and he would talk about that shortly, but he did not think it was a windfall, and it could be easily spent with too many capital improvement projects (CIPs) or funding personnel. Those are going to be the tricks for us, because there is a certain precipice where we can play with house money a little bit, but we cannot get crazy.

Commissioner Berry wanted to know more about the available cash of \$10,854,927. Is that as of October 1st? **CM Minner** explained that the green line is a city manager make-believe line. The chart

ends on May 25th because that is the latest information we have from the budget reporting. The finance folks do everything, then the budget manager takes that and manipulates it into this chart. So, all money in, all money out, as of May 25th we are sitting on about \$20 million. However, that is not how the picture would end and that was why he threw the bar in there. However, what he wanted to show was about \$17.5 million, which is the estimate for where we will end FY 25. That is about a million to a million and a half better than we were. Looking at the yellow circles, those are a better comparison because that is how we look at the budget every year on October 1st, when we end one fiscal year and start a new page. That does show that we have gradually gone up since 2022. Then, historically, we have hung out around this \$10 million phase, which is good.

Moving on, **CM Minner** said they will start drilling down into significant topics for the general fund. First is the ad valorem and we have our numbers as of July. We actually went up a little bit. We sent the budget books out with a rollback estimate, and we had to guess at that rollback estimate, and we thought we were a little bit balanced until we received the July 1st update. So, we grew about \$385 million this year, which is significantly down from last year because we grew almost a billion dollars. However, again, that was primarily The Villages' growth. Our number is now 11% and that is now the inverse of last year. It is primarily commercial and non-village residential growth in the City of Leesburg. We see the ball moving a little bit, but the trick to preparing these numbers is how the \$3.8 million breaks down over the four taxable funds. We have the general fund, the Greater Leesburg CRA, the Carver Heights CRA, and the U.S. Highway 441/27 CRA. When we receive the initial reports from the appraiser's office, the standard operating procedure (SOP) is that we get the big number, and then we have to weave through it until we get closer to the fiscal year for where that money is going and where the growth is. In past years, we have seen CRAs growing faster percentage-wise than the general fund. This year is probably the first inverse where we actually see the general fund percentage-wise growing faster than the CRAs. Also, since the commission had received their books, there is about \$480,000 extra that was not accounted for because when we did the budget estimates, we put that \$485,000 into the CRAs based on history. However, this year we saw that flip-flop, so there are a couple of extra bucks there. That was going to be the surprise he was going to give at the end of the presentation.

Referring to the Millage Rate Comparison chart, he said the budget book, as they see it, is balanced at a rollback rate of 3.3131. The slide does show some of the options that they have, and they will discuss them moving into the budget year. Staff will be recommending increases to the commission in most of the utility enterprise funds. We have a 10% increase in water and sewer rates. We are recommending a 5% increase in solid waste, and a 3% increase in gas. We have been keeping up with those funds and CPIs, which the commission has made policies that give the city manager the authority to do that, and in these budget workshops, we disclosed that we are going to have a modest CPI. That has helped us, but this year, because of inflation and trying to keep pace, all the enterprise funds are really feeling the pinch of inflation. If we do not move with an increase in those rates, we are going to see a fallback in terms of capital improvements first and then operations after that. So the water mains may break more frequently and trees may not get trimmed. In the electric fund, they are recommending no increase, and they will talk ad nauseam about that on Thursday. They will see as we move forward where those things hit, but with the general fund, they may have the ability to go to rollback if they so choose. However, what number are we talking about? When we put the budget book out, we balanced it at the rollback rate, but we were about \$70,000 in the hole and we could massage that number. We can get you to rollback if the commission decides to go there. If they stay with the current millage rate or anywhere in between, they will have about \$425,000 to do different things. So, next Monday at the regular city commission meeting, we do the DR-420, which is the form that we send to the county appraiser's office, that sets the trim notice, and we are firmly recommending that they keep the millage rate at 3.4752 for the purpose of the DR-420. That way, when all the trim notices go out, that will show a tax increase. They can always roll it back, but you cannot roll it up. If they do not set it at 3.4752, and we decide in August or late September

that we want a tax increase, if they had not advertised it, they could not do it. The best way to advertise is to jump on the trim bus. They can jump on the trim bus and keep the options open, but we need to send the DR-420 form out with the current millage rate. So what does that look like? Again, if we go with the current millage rate, that is considered a tax increase. He would say it is a modest tax increase. Referring to a chart, he said if you have a \$100,000 home in taxable value, then you will pay an extra \$10 annually. If you have a \$600,000 home, you would pay about \$62.55 annually. However, that is as long as you have a homestead exemption, which most houses do. In Leesburg, the average home is roughly in the \$200,000 to \$250,000 category, and they got to that number by dividing 3.4 billion by the population (the utility accounts that are incorporated), which is about 16,000 homes and that number came out to about \$205,000. The average homeowner in Leesburg with a homestead exemption, if they keep the millage rate the same, there would be a \$25 increase in their taxes for the City of Leesburg. Now, compare that to the region. Leesburg is and continues to be one of the lowest-taxing cities in Lake County. The only other city below us is Montverde at 2.83. Mind you, these are last year's tax numbers because we do not know where any of the other cities are going to date. We are all in the same boat because not everyone has shared their magic numbers book yet. However, we should know by the end of this month where every city is and by August because that is when the trim notice will be mailed out. However, at this time he wanted to provide comparisons of where we are and 3.3131 would definitely keep us at the lowest and 3.4 would put us at the second lowest. He does not see anybody dropping substantially below where they are at currently. He also added in the county. He did not include the school board because they are a different type of governmental unit, but he just wanted to compare governmental general funds to the county general fund. However, if you are an incorporated resident in Lake County, you are going to pay four millage rates to the Board of County Commissioners, which is their general fund at about 5.03 mills. They have to pay for ambulance at 0.4629. You will also pay the environmental land bond, which is 0.0918 mills and the water authority millage at 0.29. So all in, the county taxes that unincorporated residents pay is 5.8 mills, which puts us in the middle of the pack. All in the tax rate for the city is 3.4 plus the 5.8 that is for general government services. So, Leesburg continues to tax very modestly versus our local peers, which also provides some room if you want to keep the same millage rate.

Moving onto revenue sources in the general fund, there are three or four primary revenue sources. We have roughly \$40 million in total revenue and 83% of our money comes from four different sources. Some of the sources have fold-down windows, but some of these sources are under the microscope at the state level. That is something else we have to think about as we move forward. The first one is ad valorem taxes, which bring in about \$10.2 million. The utility tax is a significant one and that is 10% on all utilities for incorporated Leesburg residents, which includes water, sewer, and gas, which brings in \$4.7 million. Whether you are or are not a municipal electric utility, you will most likely have a utility tax. It is one of the most common general municipal corporation revenue tools in the State of Florida. The franchise fees are the other and ours are reciprocally low because most of incorporated Leesburg is Leesburg electric, so we have the transfer versus the franchise fee. We do see this number on the rise, but it is not rising as fast as we would like. If you spotted that in the details of the general fund revenues, we are not ready to push that number up yet because we are still chasing Duke a little bit. That number was like \$475,000 and our estimate for this year was \$875,000, which includes the payment of back franchise fees that Duke paid us during this fiscal year, and then we went back down to \$550,000. The trend has been, and he hoped the commission would continue the trend, which is to budget revenues extremely conservatively and if we are extra, yay, but we are not going to miss low which then helps us on the expense side. That formula has helped us fund healthy reserves. He would not recommend changing that process. The other big tax or franchise fee is the fire assessment fee. All of these account for about \$19.9 million of the total budget of \$40 million. So almost half of the general fund revenue comes from this and that has been a change over the past decade. That percentage used to be a lot smaller in the general fund revenues because we used to lean on the electric fund and other transfers. This is a good change, but remember the number assumes the rollback rate, and it includes the fire assessment fee increase of \$170.

Moving to the next slide that covers the fire assessment fee comparisons. We have shown where we are with taxes and this chart shows where we are with fire assessment fees. Fire assessment fees in Lake County range from \$415 to \$50 to \$0. Clermont and Eustis are the only two cities in Lake County that continue not to have a fire assessment fee. They fund all their fire services from their general revenues because the fire assessment fee is considered a general revenue. However, general revenue does not include a fire assessment fee. So, Minneola is the lowest at \$59 and Leesburg is at the lower end of the county for fire assessment fees. There is a variance and the median is closer to \$233 and a lot of the communities are charging \$415. So, increasing at a modest 3% is reasonable. Diving into this, Commissioner Connell spoke with him a little bit about this last week and there are some variances in this and when we set the advertised fire assessment fee resolution at \$170, we also talked about The Villages wagging the dog kind of issue. That answer was kind of yes, and it was also no. There are two things that prevent us at this stage from having two different fire assessment fees. He wanted to bring this up because it does occur in Fruitland Park and Lady Lake. Both these communities have a regular fire assessment fee, and then they have a separate Villages fire assessment fee. Now, to explain why Fruitland Park and Lady Lake can do it while Leesburg cannot is because we have statutes and the statutes say if there was a two-tier system, you have to justify the two-tiered system. The statutes do not specifically say this, but the interpretation of the statute is that we would have to justify the difference. If we had differing fees, we would have to justify why they are different, and the service levels have to pan out in a model, which is the law. The second thing we have is the agreement with The Villages that says we would not charge The Villages residents differently from the native Leesburg residents. So, we have native Leesburg residents, and we have The Villages residents and that was included in the 163 Agreements or the Hanging Chad Agreements. We made those agreements back in 2018 or 2019, and we laid out all the general sources of parameters. In that document, it says the same fee. About a week or two after we approved that resolution, it was recent we noticed in documents that The Villages CDDs are trying to equalize all their rates. They have four or five different rates for fire assessment fees in The Villages that run from as high as \$415 to as low as \$165, which is our fee and that could potentially go up to \$170. So, where The Villages are trying to go is that they are trying to have all The Villages, which are married in four or five cities and three counties, be the same. They have not come to us yet, but they will. When we started going through some of their budget documentation and information that the CDD put out, we noticed that they were working to equalize all their assessments, and they would like them to be at the \$350-\$315 level. He called The Villages' headquarters and informed them that there was an issue with this because of the agreements and statutes. So, if they want to equalize the fees, we cannot unless the agreements, and then we would have to go back to our consultants to justify a two-tiered system. It would include a study of the system and that would cost us about \$50,000. So long story short, for FY 26, it is game off. There is no way that we would be able to have a two-tiered system. However, for FY 27 there is a potential. We will start doing our homework, we will work with The Villages and the consultants. We will be back during the course of the fiscal year with a price tag for the consultant. That will be coming to commission by the end of this calendar year. It will be in time so we can gear up for when that resolution comes again, which was in June. We will have this data. It will be either no, we are not doing it, and we will keep it the same, or we will change it. However, this year we cannot do it because of the law and the agreement.

Moving to the next slide, major general fund revenues. One of the big resources we have here is transfers and utility surcharges. He broke them out differently because we have had a few attacks, potentially from the state, because the state legislature is looking at municipal corporations across the state. The first attack is, are they going to start passing legislation that does away with ad valorem and the second one is utility transfers from enterprise funds, but we have prepped our house pretty well for that. Attack three is equalizing rates on water and sewer, which is the typical enterprise fund for municipal corporations. The inside and the outside rates have to look the same. Attack number four is, will they start going down

surcharges because we have taxes and surcharges, and it is all done legally. The folks who do not like to pay taxes and surcharges and fees will say that is double taxation, and they can have all those arguments, but right now it is legal. He suspects that as we become more conservative these other revenue sources will be under the state legislature's microscope. With that being said, our transfer levels are well within where the state has been pushing municipal corporations. Our electric fund transfers are almost the same as the wastewater transfer, which is really cool. We have \$1.6 million from electric and transfers, which represents a little under 4%. We have a 10% transfer on the rest. So, gas is kicking in \$1 million, which is a surplus revenue. Water is kicking in a tick under \$1 million. Wastewater is kicking in about \$1.2 million and solid waste kicks in about half a million. \$5.27 million in transfers, and that number is down, which is a good thing. With surcharges, we ask ourselves where we should go? The definition of a surcharge is that if you are in unincorporated Lake County, the city has the right to put a surcharge on you. So, instead of a utility tax, if you are incorporated, we can tax you, but if you live in an unincorporated area, we surcharge you. It is not a tax, it is a surcharge. We bring in \$2 million of unincorporated revenue from the surcharge. **Commissioner Pedeson** wanted to confirm that the percentages were the same for both the surcharge and the utility tax. They are both at 10%. **CM Minner** answered yes. They are both 10%. If the state decides that there will be no more surcharges, we will have to find \$2.7 million from somewhere because we have gas at \$229,557 and water at \$460,092. The only place where we do not have a surcharge is inside corporate limits because we have taxes. We have surcharges for unincorporated Lake County in our system. However, Fruitland Park is different because Fruitland Park has the ability to have a utility tax like we do because they are a municipal corporation. So, in Fruitland Park, we have the city bill, and then they put on their franchise fee and their utility tax, which equals no surcharge. In essence, wherever we do not have the ability to surcharge it, it is incorporated into another city and that is only a phenomenon for Fruitland Park. All together, transfers and surcharges bring in about \$8 million. Another big revenue source is called the intergovernmental. That is the third big subcategory in the budget books. It is federal, state, and local funding. It is \$4.5 million and of that the state shared revenues are about \$2 million and then there are a lot of other rinky-dink charges. If we take taxes and fees, transfers and surcharges and the shared revenues, that equals about \$32 million of the total \$40 million. That is where all the money comes from. Yes, \$8 million is a lot, but all of those, for a lack of better words, are nickel and dime kind of user fees, but it is what pays the bills, period. However, the state legislature has their noses in the tent, and they are watching all the municipalities.

Okay, so now, where are we spending it all? The general fund covers personnel, police, and fire. The police and fire departments are about 60%, which is probably a little bit low. That number in most cities will be upwards of 70 to 80%. However, that is indicative of where we are on a staffing level with the police department. It has historically been that way, and we have been doing our best to get it up. So, where are we with the expenses? The three items that are driving the train are benefits and personnel for the general fund. Item number one, we have collective bargaining agreements. On the table we have a union-ratified police benevolence association agreement (PBA). We touched on it a couple of weeks ago and the PBA membership in Leesburg approved unanimously, and their benefit package will increase the budget by \$630,831. That covers a 6% increase for sworn officers, and it includes pension changes that add a more lucrative drop program, and it increased the factor from 3 to 3.2% retroactively. They can see the respective costs in the chart. It was his opinion that the police benefits, specifically retirement benefits, have been below par for a long time. We have incrementally addressed it at one time or another. We have been to this well a number of times when one year it is pay, and the next year it is benefits. Then we go back to pay, and we are in a cycle of pay and benefits. When we go to the negotiation table with the PBA, they continually beat us up about these phenomena. It is the PBA's opinion that our reason for our inability to get to the program number of eighty-five cops is because our benefits are not good. Therefore, police officers go to other places. Is that real or not real? We do not know, but what we do know is we continue to be below the mark. We set out a goal last year to increase the department by

twelve positions. We were at sixty-eight officers, and we were trying to get to eighty-five. Last year we said sixty-eight, and we programmed seventy-three, and we are trying to get to eighty-five. Fast-forward three hundred and sixty-five days, and we are at sixty-six. We ended up going down two officers. At that time, we had the third-best entry pay in the region, but on the retirement side, we were at the bottom. When they were at the bargaining table, they were reminded of that and the first discussion they had was that they were over-budgeting positions and there is all this extra money, and we are not bringing in new officers because the retirement benefits stink. There was a point there and we needed to get our benefits up. A couple of years ago, there was a scramble to get to \$60,000 for an entry-level position, and now we are scrambling to get to \$70,000. For the police department, we do have some urban local competitors that we are losing recruits to and OPD and Orange are two right off the top where we are behind in both benefits and pay. He does not know if we could ever pay OPD or Orange County dollars, but we are trying to keep up. Also, as soon as we went to \$60,000 for entry positions, we immediately saw Lady Lake and other local cities play the leap frog game. Now, the same thing happens with fire and, as we see the PBAs, and we see police organizations increasing their salary to recruit people for service, we then have the fire department trying to keep pace with the police. Historically, police officers' pay has been better, but the benefits are not quite as good. However, on the fireside, the pay is not quite as good, but their benefits are better. We do not know why that is, but it is. As municipal corporations in the region have worked to increase pay on the police side, the fireside comes right behind. So, this year we have the same phenomenon and this year was also driven a little by the BOCC increasing significantly the Lake County entry-level fire pay. We are now behind on that. So, the IAFF came to us with specific demands and their demand package was in excess of a \$750,000 increase. We started at around \$350,000 as an increase and the agreement was a \$532,000 increase. We did not quite split the baby, but we split it a little bit on our side. However, it was more expensive than we anticipated for the agreement and that is off for a ratification vote in front of the IAFF. This week, if it is ratified, he would let them know, but the agreement does call for a 12% increase in pay. It also means that once we do the double-digit increases, then we have compression. So we addressed pay and compression, and then we did two pension modifications. Bankable pension earnings for overtime were at zero and there is an industry standard of three hundred hours of overtime counts towards retirement contributions. We were at one hundred hours. We also added a drop program to their pension fund, but we also said they have to contribute more. So, they also increased their contributions. It was pretty much whatever the police department was paying, so that gave us back. The net increases after they increase their contributions to match what other folks do. We are all apples to apples and the increase in their plan was \$532,000. It is from 6.5% to 7.5%. They are making the same contribution as the police department, which is 7.5%. That is more of a typical employee contribution to the public safety side of the house. To balance the budget at rollback, we are proposing a freeze of five police positions. Each police position equals \$89,580, which the finance director touched up because the last time he looked at it was \$83,500. They are also proposing to freeze one firefighter position, which equals \$74,789. It is important to note that our budget still says eighty-five police officers, and it still says fifty-five positions. However, he recommended that they keep it in the budget to provide staff flexibility throughout the year to manage that. He did not believe there was a way to get from sixty-six to eighty-five this fiscal year, even with the increase in benefits. He would not recommend fully funding eighty-five positions because we are sitting on a lot of cash. That is not his normal recommendation, but we have enough cash that growth will hopefully fill in that gamble. It is a little gamble, but it is not a crazy one. They did discuss some of it with the PBA, because typically, when we do not fill police officer positions, that money goes back into the general fund reserve and that is why, over the years, we have seen the general fund continue to increase. There is a little bit of a play it by ear mentality. We will watch the budget, we will watch how recruitment is going, and the guess is that by the time the fiscal year rolls back around, next year's growth will help us out, so we can have our cake and eat it too. This is almost the exact same thing that he said last year and it worked out. That is why he is recommending doing it again. **Commissioner Berry** wanted to know when he would recommend the increase in pay for police officers. **CM Minner** indicated that it would go into effect October 1st. The

collective bargaining agreements will hopefully be on their desks Monday at the regular commission meeting. Assuming that they approve the agreements, those increases and the changes in benefits will be effective October 1st. However, we will immediately market that in the recruiting efforts.

Moving to other expenses included in the general fund is a 5% increase for general employees. That is everybody in the city, whether in the general fund or in the enterprise funds, which includes electric, water, sewer, gas, public works, library, the city manager, and finance. It is everybody else outside the fire and the police. They are scheduling a 5% increase, as long as their pending evaluation results are satisfactory. So, a 5% increase is what he would recommend for this year. The next big one is a modification to the city's retirement plan for general employees. This is another area in the city where our benefits are deficient compared to other municipal corporations in the region, and it goes back to the general employees' pension plan that was closed in 2008. If they remember, this plan was closed in 2008 because the world crashed and at that time the employees lost their pension fund. We went from a defined benefit plan, also known as a pension, to a defined contribution plan, also known as a DC plan. The defined contribution plan is a flat percentage that goes into an individual's 401k plan. That was the timeframe when many municipal corporations on the general employee side of the house left pension plans except for public safety, and they went to defined contribution plans. The one thing that we have not done was to make our defined contribution plan more beneficial for our employees. The reason we have not done that is because, for the last almost twenty years, we have been solidifying the frozen general employee pension fund. However, we are now at a point, and it started about two or three fiscal years ago, where we funded it beyond what the actuary was saying. So, we are now at a funding level of 98% in the general employee pension plan, which is a significantly healthy number. He believes there are about eighty to one hundred of the five hundred and fifty employees who are still a beneficiary of that. So, our liability on that general employee pension continues to decrease, and we have been funding it at the same level. It has gone from a million dollars to \$750,000, and it sat there for a couple of years. It then went to half a million, and we stayed at a million, funding it. So, we were over funding it by double. This year, the actuary told us that it went down from half a million to \$250,000. That was when the light bulbs went off, because we no longer needed to fund them at that level.

So, now what can we do with that \$750,000? Honestly, the city staff really beat him up on this and the credit for this, if they approve, goes to the budget director, deputy city manager, and the human resource director, because they were the ones who came up with this. He did not get any of the credit, because he was trying to be cheap. However, the plan is to take that \$750,000 and fund the defined contribution plan. What we see in the marketplace is a base level that the employer provides, and we are at 5%. So, 5% of whatever you make is contributed, no questions asked. That is funded through the defined contribution plan. What we see in the marketplace is a one-to-one match up to a certain amount. If an employee kicks in 1%, the employer kicks in 1%. The proposal is that we can manage that \$750,000 delta, and we can manage 3%. So, the rollout in this format if the commission says yes, they like this concept, we would come back with resolutions and the documents necessary to make it happen. They would speak in more detail about this. The program would be that we could fund up to 3%. The city currently kicks in 5%, and we will match one-to-one up to 3%. If the employee puts in half a percent, a quarter percent, or 3%, we will match up to 3%. We assume that during this budget not every employee will want to participate in the program. We do not think that will be the case, but a lot of people will kick in. We may or may not have savings in the out years, but we know we can cover that now and then, hopefully, growth fills in for the perpetuity of the program. Each employee could potentially receive an upward of 11% in their plan. It would be 5% from the city automatic and if the employee kicks in an additional 3%, they would receive another 3% match. As soon as they start hitting that 10% number, it makes it more appealing. The funding of a defined contribution plan is a nice benefit when you retire, assuming that all things work well and the market makes money. That is the other big expense item in the budget. **Commissioner Berry** wanted to know how many employees were still in the old plan. **CM Minner** replied that there

were about eighty to one hundred employees. **Budget Director (BD) McDaniel** pointed out that she shows one hundred and one active employees in that plan. **CM Minner** clarified that of the five hundred and fifty employees, we have one hundred and one employees who were with us prior to September 2008. That is one fifth of the workforce. **Commissioner Berry** then asked if their plan would remain as is? **CM Minner** responded that those employees are still entitled to the frozen pension plan at the time of retirement. **Commissioner Berry** then questioned if they were able to move over to this one as well? **CM Minner** stated that they are also in this plan. If you are one of the one hundred and one employees, you were hired before September 30, 2008. For the years of service prior to October 1, 2008, they are entitled to the pension. After October 1, 2008, they will also receive their defined contributions. Those one hundred and one employees have a combined plan. They have a pension plan that was frozen, where the benefits will not get any better than what they were on that day. Then that marries with the defined contribution plan. The reason that the liability comes down is because, unfortunately, folks die, and we know exactly what the liability is going to be for those one hundred and one employees. Therefore, our ability to fund it decreases, and we are at the whims of the market. It does become actually sound because we know the liability.

Next, we recommend adding employees. The budget this year has a net nine positions. Last year, we added the deputy city manager position by shuffling the deck. One of the things the deputy city manager immediately said was that we do not have enough people in procurement. He remembers Mike Thornton always complaining about it. We had it at certain levels. We reduced it, but we do have a procurement process issue because we do not have enough qualified buyers to process bids, and we need another body. The deputy city manager is being transferred from the procurement division of finance, and he will be moved into the city manager's budget. He did not want to call that a new position because we used existing people at that time, so it was not a new position, it was just a transfer. We would like to add four utility service technicians, who were previously approved because we are phasing out the contract, and we will begin reading meters for water and gas. Then we close out the deputy finance director position because the new finance director believes we can go without this position for now. He was sure they would revisit this in other fiscal years, but for FY 26 they are proposing to close that out. The new procurement manager goes hand in hand with the transfer of the deputy city manager and where we go with that is probably the promotion of one of our senior buyers to the procurement manager position. Then we would bring in another senior buyer. A police service aid will be funded with school zone camera money. The police service aid will hopefully help us with parking tickets and school zone camera stuff. That position would go through all that. A forensic digital evidence technician is also needed at the police department. With gas, we need more administrative help, a gas service manager, and a cathodic protection foreman. We had just finished off our public service commission evaluation, and we basically received a good review, but they did hit us up a little bit on our cathodic protection. So, essentially, we have not caught up with older experienced folks who have retired. So, we ended up kind of with a stack of cathodic protection. The standard operating procedure is to do that, but we have not been fast enough. He was not saying the system was safe, but we need help there with cathodic protection because that really is the heartbeat of gas services. If we put all those positions together, that equals the nine new positions in the general fund.

Moving onto Bikefest. He wanted to provide numbers because it hits the general fund under recreation. So, Bikefest recaps all the money in and all the money out. We lost \$69,597.19. However, we gave out \$54,000 and \$50,000 to different civic organizations, which is the heartbeat of why we do Bikefest, because it is an opportunity to bring people into the community while helping local businesses. We then take those profits, and give them to our civic organizations. We do that two ways. It is a fundraiser for the chamber because the chamber manages it for us, and we pay them \$50,000 for that. Then we also paid another \$54,000. So, our loss almost directly correlates with what we are paying other people to do. Long story short, we have done this for two years and last year we lost \$75,000 and this year we lost \$69,000.

If we lost money last year with this model, he would safely say that we will lose money every year. How do we absorb this loss? When the partnership closed its doors and threw the keys on the table, we accepted it, and they gave us \$257,000 in cash. We put that cash into a special fund, and that is where the loss comes from. We lost \$72,000 last year and \$69,000 this year, which leaves us with about \$114,000. That looks like about one Bikefest event for him. We do not have to change the plan for FY 26, but after FY 26, we will need to change the plan. The plan needs to include looking at an outside vendor for alcohol, because alcohol is what drives the bus. We looked at that model both years, and we opted to stay with the chamber model for the reason that we are keeping the money local. However, he was not looking for a decision this year, but he wanted to set the stage because, sometime in July or August, we will need to revisit this formally with a direction from the commission on change or stay the course. **Mayor Reisman** inquired if he would be presenting them the numbers at that meeting for both options. **CM Minner** responded yes. When this comes forward formally, he would show what it could look like along with variances. **Commissioner Berry** wanted to know why he was recommending one more time, because we still have \$114,000. **CM Minner** answered we only had \$114,000, so that would not cover two more losses. **Commissioner Berry** questioned why they would not change it now? **CM Minner** replied they could and they could have that discussion. They could change it now and then the \$114,000 would go into a Bikefest stash, and we could either sit on it or spend it. However, it is not imminent, but we do have a hole in the bucket and the bucket was not empty yet.

Moving onto civic funding. These could be shades of what the next program for Bikefest looks like. The Art Center, we provided \$10,670, the Yellow Jacket Booster Club, \$5,000. The Leesburg CDC is \$3,800, which is for the Black Heritage Festival only. This is not their funding because their agreement is that this is our contribution to the Black Heritage Festival. They are required to spend it on that event. He does not know if they want to consider that CDC funding or event funding. He suggested that this is event funding, and not funding for the CDC. Then the cemetery is \$161,000 and that money is a transfer out of solid waste. It used to come out of gas, but we stuck it into solid waste. Another request that came to him late in the game came from the Arts Center. They lost funding from the state, so they are requesting \$30,000 in funding instead of \$10,670. **Commissioner Burry** wanted to know what was given to the cemeteries last year. **CM Minner** remarked that it was the same. Also, for more bad news, the cemetery has already been in his office saying that \$161,000 is not enough. At this stage with the cemetery, he would say if we needed to continue funding the cemetery at that level, the commission may want to direct him to give a number to figure out how much it would cost the city for us to take care of it. He does not think the recreation or public works departments have the personnel, but we can crack that nut, one way or another. If the commission wanted him to put the pencil on it, he would do that. He has not done it to date. However, the issue at a higher level will be twofold. It is the sale and tracking of cemetery lots and niches, which will go to the City Clerks office or somewhere in city hall. We do have existing staff where we could sell niches and track burial spots and the other would be maintenance. In Sebastian, that was how they handled it and the system seemed to work pretty seamlessly. If the commission wants him to start cranking numbers, he will start crunching numbers on what that would look like internally. However, this year he would fund it at that level one more time and this could be something we change mid-stream. He would move forward with this assumption and if they gave him the order, he would start crunching numbers and get this figured out because the cemetery folks would be back to him very shortly.

Another important part of the overall summary of the general fund is the general fund options, and we have three options. Option number one is to approve the budget as proposed at the rollback rate, which freezes five police officers and one firefighter. Option number two is to go with the same millage rate of 3.4752, which is considered a tax increase. That unfreezes five police officer positions, but we would still have one frozen firefighter position. However, he does not recommend going with option number two because we can manage the frozen positions. That does not mean we will have less public safety, nor

does it mean that residents will be unsafe. It just means that we are not to the point of needing the increased levels. The primary reason is that we have not been able to recruit new police officers, which is a whole another conversation, but it is rooted in the fundamental changes that we are making to the retirement process. Plus, we do have the cash to manipulate that during the course of the fiscal year. If the police chief were to go on a hiring streak, where in March they had six or eight new officers, we would have saved money for those six months to cover that. We can continue to manage it the way we have managed it so far. It would be short-funded, and we would have the cash and new growth coming around the corner, which makes it a good gamble. So option number two is an option, but it is not a good one, because of other weaknesses in the budget. However, if we go to the same millage rate we will have \$428,000 to spend in other places. That is not saying we would spend crazy money, but it is about half a million, which is not a lot. Option three is considered a tax increase. It is not crazy, but it is a tax increase. There are things that could be done with that \$430,000, but on the budget room floor there are things that we cut to give option number one. So, what are those things? Keep the public safety freezes in place because of all the reasons discussed. So, with the \$428,000 we can shift civic funding to the general fund, and how would we shift civic funding to the general fund? Instead of taking it from solid waste, we take \$200,000 out of this. It would be funded out of the general fund. That might make the commission even more frugal for who we do civic funding with. Also, if we find other options for civic funding, like going into the private sector, we would have money to shift around. That could be a whole net neutral thing. With beautification, Mayor Reisman has hit him up a couple of times now on creating a budget for the Keep America Beautiful stuff and doing more beautification things around the city. Maybe there is some code enforcement stuff in there where we could get a couple more people to get after code enforcement parking, and those types of things. The police chief asked for two police technicians, and he put one in the budget, so that is how we would tackle that. Commissioner Berry has been after all of us on the home grant program to have it cover everything in the city. It would be the areas outside the Carver Heights CRA. Although we will talk about CRAs on Thursday, we would recommend a little piece of U.S. Highway 441/27 CRA to do a small segment in the north and around John L. Johnson Park. However, there are not a lot of homes there. He was not saying they did not need it, he was just saying it would not have a big impact. So, we have money there if they want to spend it on the home grant program citywide. We did cut \$100,000 from public works and recreation. Those are all the little things that everyone texts him about wanting fixed. They have to remember every time they do that, Cliff gets a lot of credit because he is Johnny on the spot, and gets it fixed. However, there are side effects because he stops whatever he is doing to get that fixed. It then has a ripple effect with fewer people on the job and different money. Right now we are really squeezed tight. The city looks good, but there is always room for improvement. However, these are the shifts for when we go to rollback. These are the things that get cut. So, right here, it would allow for \$428,000 to be used for other things. We may be able to upgrade some stuff from Milwaukee's Best to Bud Light. He did not think we get champagne yet, but there were a couple of things that we could do. Also, we have a couple of capital improvement projects that we have in the budget. They were put in when we put this out, it was put into DST, but we could save DST for other capital projects and two good general fund capital improvement projects would be the gym flooring, which is about \$125,000. The gym flooring looks horrible. It is the original gym floor, and it really needs to be changed. It is not representative of our community. Plus, the library director has been on him about the library carpet. The library carpet is \$350,000. There is a lot of carpeting, but there are a lot of books and shelving that has to be moved. Those could be two big CIPs. If they knock those into general revenue CIPs, then they have the \$250,000 and the \$150,000, which is \$550,000. Then over in the DST fund that could be spent on something else. He asked if there were any questions about his summary? We do have four regular meetings, so if they want him to put a budget comment review section in the regular meetings to review and keep them updated, they can do that. They can mull it over, but the takeaways are that we have a really good general fund proposal. We have good options, and the DR-420 really needs to go out at 3.47. If we do not send the DR 420 out at the 3.4752 mills, then we will have to go with option number one.

Commissioner Berry questioned the shift to civic funding. How do we determine the dollar amount of general funding? Do we have a limit that we could say? **CM Minner** answered that it would be whatever they want and can afford, but the civic funding number right now is \$181,000. That number would be brought over into the general fund, and they would stick it in miscellaneous. It would be \$200,000 if the commission chose to give the arts center its full request. **Commissioner Berry** then asked as far as the policing. Are we offering \$60,000 now? **CM Minner** responded that we are higher than that because starting October 1st we will be at \$65,000. **Commissioner Berry** wanted to know what the next closest city was, who is paying about the same as we do? **CM Minner** responded, maybe the Sheriff and Tavares, but what the marketplace is right now is a mad dash to \$70,000. The OPD is about \$67,000. Everyone is moving to that \$70,000. **Commissioner Berry** said she was trying to see where we could do some recruiting. **CM Minner** added, from his perspective, this will be a never-ending problem and there have been a couple of reprieves. We get there, and we breathe for a year or two and then, bam, we are back doing it again. It seems like every other or every third year we have another big jump in police pay. **BD McDaniels** said the police chief will also have the room to bring in seasoned officers, and they will promote that in their recruiting. They will be able to bring them in at a higher rate. **Commissioner Berry** wanted to verify the increase in retirement. **CM Minner** said he hoped that would be a tool to help us. He does not think we will get to eighty-five officers this year in FY 26, but hopefully we will get a lot closer to that.

Mayor Reisman asked if there were any other commission comments. **Commissioner Pederson** wanted to know if he was looking for direction regarding what we have talked about thus far. He believes they did a great job on the budget. When he sees our millage rate at the bottom of the list, he has no problem holding the rate. If he was looking for input on the funding, he would support the art center request. We bought that building downtown, and he would not abandon them over \$20,000. **Commissioner Connell** stated he did not support increasing the funding for the arts center. **Commissioner Pederson** indicated that he expected that and that was fine. **Commissioner Berry** wanted to know why he felt that way. **Commissioner Connell** replied that we are already giving them a free building, we pay the utilities, and we already give them money every year, so how much more are we going to give? We provide free utilities, free rent, and we are already contributing money. So, enough is enough. They can do some stuff on their own to generate money if they need more, but how much more is this city going to give to this organization? **Commissioner Berry** said with being on the board she knows what the plan is and there is fundraising, but it is still not enough. **Commissioner Connell** pointed out that maybe they needed to cut back because he was not sure how much more the city should continue to contribute to the art center. Most organizations would be very happy with giving them free rent, paying their utilities and still giving them some cash every year. They are just asking for too much. **Commissioner Berry** said she just wanted to have a conversation. She was not trying to go back and forth. So, are you basing this on prior years? **Commissioner Connell** said this is an increase from what they have been getting. He does not understand why they need more. The city has already been more than generous with what we offer to them, and they have been getting it for years. **Commissioner Berry** indicated that they lost their state funding and that is the whole issue. They are no longer getting the same dollar amount. **Commissioner Connell** said he understands that, but he did not believe it was the city's responsibility to make up the difference because the state pulled their funding. **Commissioner Berry** said they do arts for children, and they pull in Beacon students. **Commissioner Connell** stated he was not putting them down for their cause and what they did. He was not making light of that, but there is only so much taxpayer money that we should give this organization. There are many organizations that we do not give anything to. **Commissioner Berry** commented that this has been funded for years. **Commissioner Connell** responded that he was fine with keeping it at the current rate and the current conditions. We have been providing them with free rent for years, we pay their utilities, and we contribute money to them. He does not think we need to increase what we have already been giving them for years. **Commissioner Pederson** pointed out that he spoke with Amanda briefly this week about this

request, and she explained that they lost the \$25,000 from the state and this would be the band-aid to patch that up. Plus, they are going to focus, but this is a one-time request. However, he cannot guarantee that they will not need more than \$10,000 next year, but their plan is that we will give them this money, and it gets them through this fiscal year while they focus on other fundraising efforts to close that gap themselves. He understands and respects the comments, he was just saying he would support them.

CM Minner said to sum it up. From the facial expressions and the few comments that he heard, he would suggest that they can sit and simmer. As we move forward, he will be back incrementally. They can call him, and they should watch for emails because there will be communication from now until the adoption in September. However, these things will come to the commission incrementally. On Monday, July 14th, there will be three big items on the agenda. We will have the two CBA agreements assuming that IAFF ratifies, and they will have the PBA on there for sure. They will have the IAFF and the PBA CBAs to ratify and if they ratify that, they will have locked themselves into the increases as discussed and that will have to be put into the soup. Also, on Monday they will have to deal with the DR-420. He will have that under the consent agenda for expediency. It will be on there at the current millage rate level. If they want to lock themselves into a tax cut or roll back, pull that from consent and have the debate. If they do not pull it from consent, that does not mean it is a done deal. We can still talk about it in August, and we can still talk about it in September, when we have the hearings. We have up until September to figure out what they want to do. They can talk about it in July and in August. They will have the budget hearings where they can debate it in September as well. They have until September to cut back. Those are the immediate things. The mayor has been with him about beautification issues and that kind of stuff, so he needs to be with his counterparts in those budget workshops to get the extra money, and that is \$428,000. That is his project, so as we move through August 1st, we will have updated numbers and September 1st will have more updated numbers. Under the city manager's items at the regular meetings, he will put on a budget update to solicit the commission's input as we move forward. Also, Commissioner Berry has been on him and the commission about the home grants, so that is where he would leave it up to the commission to debate this during the eight opportunities between now and September. As they go through those discussions, they will be locking themselves in. Really, the most important ones are those CBAs and the DR-420. If they pass the DR-420 at 3.4 mill we will need to come back and talk about where to put the \$428,000. If they pull it from the consent agenda and knock it down to the rollback number, the baits done, and they have to go with option one, and we might as well not talk about anything else for the summer because they would be locked in. What they have are the bare bones of the general fund budget, and they have two and a half months to talk about what they want to do with an extra \$428,000. That will give them an opportunity, and they will weave those things in through discussions. That will come up based on the agenda. So, to answer the question, unless they want to continue to talk tonight, we have a pretty clear direction. **Commissioner Pederson** said he was just being respectful to the Center for the Arts because they were present. He did not know how the commission felt about that because they deserved an indication or signal from the commission about where we were at. **Commissioner Berry** stated she was just asking for everyone's thoughts. **Mayor Reisman** commented that he was fine with it based off the state funding, because they are going to reapply for the state funding next year and if they get it, then we can re-evaluate this. **CM Minner** pointed out that he would specifically ask about the arts center come September. He knows that leaves them a little bit in flux, but that really is not a city issue, it is an arts issue. We have other issues that we have to manage, and we will get to that when we get to it. So, in that regard, it will become an issue of do you want to put it back in and keep it in solid waste, but the solid waste is getting a little tight or would you rather take the \$20,000 out of the \$428,000? As we move through the discussions, we will talk about Bikefest so that might be an opportunity, and it will be on the agenda, which that will settle the civic funding question, because as we break into those numbers we will have a discussion about outsourcing alcohol. However, the Bikefest issue has multiple layers: it has the chamber payment, it has the civic funding payment, and it has the insurance payment. If we change, and we outsource, that changes things. He will bring the recreation

director in, and he will pitch the different concepts because he is an expert at those numbers. However, if they go to where we outsource alcohol sales, we will probably take a little bit of a hit on some of the sponsorship monies, but we are really going to lower our overhead costs with insurance and the purchase of alcohol. We will get pretty close to "x" and then we will coordinate that. It will then turn the negative Bikefest numbers into a profit center and then, whatever that profit center is, then we go back in and fund civic funding in some form or fashion. It could be something that this year we do not change the composite of Bikefest, because civic funding is coming from solid waste. However, during the fiscal year, if we change the composite of how we do Bikefest, we will know what that number is for civic funding for FY 27. We will have all those discussions, but the lingering questions that the commission has this evening will be talked about, but we do have pretty good directions on where to go.

Commissioner Pederson said, again, he was trying to give the Center for the Arts some kind of indication. He did not think there should be a vote, but they should get some idea. He would hate for them to have to hang out for a month or two, wondering if they are going to get money from the city or not. **CM Minner** stated if he wanted to poll the other commissioners on that, he could do it now. **Mayor Reisman** said he was fine with it. **Commissioner Berry** said she was open to it. **Commissioner Burry** said he was for the funding for the arts as long as the proposed millage rate is approved. If we roll back the rate then it will not be any fun. **Commissioner Pederson** said he wanted to go on the record, saying he would support the same rate of 3.475. He wished they could deliver a tax cut, but it is impressive what we have done while having one of the lowest millage rates in the county. He then asked if he could get a new chair? **CM Minner** stated they were coming. **Commissioner Pederson** indicated that he has to brush himself off because the leather keeps coming off. It was shedding, and he was afraid the chair might fall over backwards.

Commissioner Berry asked to go back to Bikefest. She had a question about insurance. If we use a third party for alcohol, will insurance change based on using outside vending? Is that not included with the outside vendor? **CM Minner** answered no. With insurance, we bring in additional insurance coverage because we are specifically selling alcohol. If we go outside source, we will have the vendor hold us harmless, meaning if someone drinks too much because it was bought from an Acme outsourcing company and if you crash into the telephone pole, then we will say you cannot sue the city. They will have to sue Acme. They will hold us harmless as long as that company holds us harmless, which is typically the case, then there will not be the need for additional insurance. Last year, we purchased it for \$48,000 and this year, we got it for \$25,000. **Commissioner Pederson** mentioned that we gave the chamber \$50,000 to help, but we also deleted a lot of the other miscellaneous contributions over the year. **CM Minner** said that the list used to be a lot longer. In FY 23 we had \$70,215 outside the cemetery. The number has always been about \$180,000 to \$200,000 and what has happened as we have trimmed out other groups that money shifted down to the cemeteries. The outside groups that we were funding have gone from a list of ten to three.

Commissioner Burry wanted to know if we had numbers on the cemetery for what it was three or four years ago? **BD McDaniel** explained that the cemeteries started at \$87,000. **Commissioner Burry** indicated that the contribution had doubled. **Mayor Reisman** questioned what year it was when it was \$87,000. **BD McDaniel** answered in 2010. It stayed pretty good until we hit 2023, when it went to \$161,000 and in 2022 they were at \$111,000. **Mayor Reisman** asked if they provide a budget of what that money goes towards? **CM Minner** responded yes. **Mayor Reisman** asked about the top costs. Is it mowing and stuff? **CM Minner** replied that he did not have that information available, but he does have it. **Commissioner Burry** pointed out that the big jump was equipment. **CM Minner** remembered two or three jumps. We shared covid money with them, and we gave them some used equipment.

Commissioner Burry agreed that was a big jump. **Mayor Reisman** asked if there were any other questions. There were none. He thanked the city manager and staff for the presentation. **CM Minner** finished by saying they did not go through step by step in each department, but we captured the

highlights. If anyone has questions about the individual departments, please call. However, most everything there was summarized, and it is pretty much verbatim of last year.

Commissioner Pederson asked about the public works and recreation being under \$428,000 to spend. Was there anything particular about that? **CM Minner** answered that we cut the landscaping, plant, and equipment money. **Commissioner Pederson** mentioned that we touched on most of the items underneath it. He just wanted to verify. **BD McDaniel** added that their budgets were higher. **CM Minner** then said, for lack of better words, they are arbitrary cuts. Department heads go through their detailed spending, they put it in budget format, and we comb through it. When we see little blips up or down, by the time it gets to my desk, he wants the numbers to be streamlined, and he does not care what it is being spent on, but if it is a little high somewhere, and they do not provide a good explanation, we will argue about it in the office. If they had not sold the idea to him, he would not try to come and sell it to the commission, so he would just cut it. We have \$200,000, so \$100,000 could go into each department; public works and recreation. He thought it needed to be in there for a swing because it covers different maintenance. However, when they started the CBA discussions, it was decided that we needed to pay the police and fire folks, so that took precedence. They had to rob Peter to pay Paul. However, they also have that \$425,000, so we can give the public works department and recreation departments some money back. **Mayor Reisman** thanked the staff again for the presentation and their time.

3. ADJOURN:

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

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

With a motion by Commissioner Pederson and a second by Commissioner Berry, the meeting adjourned at 7:02 p.m.

**AGENDA MINUTES
BUDGET WORKSHOP #2 - FY 26
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
THURSDAY, JULY 10, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a budget workshop meeting on Thursday, July 10, 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, Budget Director (BD) Brandy McDaniel, 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. FY 2025-26 Budget Workshop Presentation

CM Minner explained that this evening they would review the enterprise funds, which consist of the electric and gas departments. Then they will review the special revenue funds, which consist of building permits, housing, the community redevelopment agencies, discretionary sales tax, and gas tax. He would like to keep it at a high level, but if the commission wanted to break it down by line item, they could do that. However, he felt they seemed to appreciate the highlight reviews.

Enterprise Funds:

The electric fund looked a lot like it did last year. We are continuing to be aggressive with capital improvement projects (CIP). We have two types of CIPs because there is stuff that we want to fix and there is stuff that is forced upon us to fix. Referring to a slide, he showed the city's growth CIPs which come to the commission in the form of contributions in aid agreements for all the different subdivisions that have been extended. Remember, when we talk about the growth of the electric fund, we are referring to the north side of Leesburg, because once we pass the 33/27 intersection-ish, it turns into Duke and SECO territory. When we talk about the growth impacts on the electric system, we are talking about the north Fruitland Park area and the northeast side of town around the Silver Lake area running up the CR

44 corridor. Inflation continues to have a huge impact on the electric fund, from poles, transformers, and meters to all sorts of things. We continue to look closely at how we handle the purchase of wholesale purchases and the transfer to the general fund is starting to benefit. It used to be in the stress column of the chart, but it has become less of a stressor on the electric fund. It has become minimal and we are getting better. Some of the minimal operation needs we trimmed back on were tree trimming and osmose pole replacement. However, hopefully this fiscal year we will start to catch up. With capital improvements, we have been very aggressive over the last several years. The money that we spent on capital improvements was \$5.97 million. He did not want to read out all the numbers, but said we saw the fund start to decrease post-covid and over the last two fiscal years. We have seen it start to shrink back, and we are starting to rebuild the cash reserves. We are now taking the pay-as-you-go approach with the electric fund.

Moving to the next slide, he said cautiously that we were starting to rebound. The electric fund this year is made up of about \$7.8 million for different projects. He wanted to repeat the three-legged stool that drives the electric capital improvements. For the audience, he would also use the acronym CIP, which stands for capital improvement projects. Capital improvement projects in the electric and gas funds are very similar in how the three-legged stool works. There are three CIP investments. First are customer-driven projects or growth-related projects. Those agreements come to the commission for extension services and those types of things. They cause a reciprocal impact on us where we have to go out and put in new transformers, poles, and wires. In the formal reports for transformers, they would see one number, which makes it confusing, because that transformer could be needed for three different reasons. The number one reason is customer-driven projects, and we estimate customer-driven projects will be about \$2.3 million. That number could go either way; it could be bigger or it could be smaller because it is based on where we will see impacts in the electric territory this year. The second reason is forced repairs, which are the things that go bump in the night. That would be the big storms where we are forced to repair transformers, poles and wires, those types of things. A bump in the night occurs when lightning strikes or when a squirrel jumps on a transformer and causes it to electrocute and blow a fuse. There could also be forced repairs caused by a driver hitting a utility pole where the pole snaps in half. These are the things we have to plan for, and we do that based on trends and that number hangs at around \$3.1 million. The last one is system upgrades, which are areas in the system where the electric department has identified as needing to be upgraded on transformers, lights and substations. We need to be more aggressive with lights, referring to streetlights and security lights. For instance, we receive requests from car dealerships to change out old lights and put in new LED heads. For example, Jenkins may notify us that they need to change out one of their old parking lot lights for security purposes. We will go out and change that light, which costs about \$150 per light, plus the cost of electricity, because Jenkins rents the lights from the city and that cost is a dollar a month. We have to come up with the initial capital, and that is then paid back to us over time. Some of those lights are expensive to change, and we do receive a lot of requests for that. Looking at the next two line items, the \$285,000 and \$945,000, those numbers, together, make up the northwest side of the system. More specifically, feeders L702 and L703 because those feeders are seeing a higher growth volume in the Fruitland Park area. If you drive by the dealership on North US 27, there is a stoplight after Lake Griffin Park where the road comes out from the left. That area to the west, in the Fruitland Park area, has a lot of development happening. That area is fed off the feeder that runs up and down US 27 in front of the dealership. That wire is old and small, so we really need to upgrade that wire. Some of it is a mix of customer-driven projects, and we will try to shift those costs to developers, and some of it is a system cost that we need to fix on our own. The last one is about \$665,000. That is to continue the transformer replacements as we go to the north substation. The north substation is the substation located in the area of Lewis Road and the Red Road.

With power supply costs, we estimate our cost to be at \$49.8 million. This was the single biggest expenditure in the budget and a lot of detail went into the chart. All in, we are considering a \$205 million

budget with all the funds and 25% of the entire budget is the power supply costs that we have to purchase. Looking at the numbers, if we break them down into megawatt hours over the past few fiscal years, we have been doing pretty well. When we had the big spike a couple of years ago in the power cost adjustment, it brought a lot of people into the commission meeting, and that number was about \$100 a megawatt and, before that, we were in the \$75 to \$80 a megawatt. The FMPA has done a superb job since that time, fighting gas prices, working and hedging to get back to the price of \$78, and it looks like we will end up at around \$84 this year. Now why is the estimate just south of \$50 million at \$92 a megawatt? Yes, it is a good number, so we should stick with it. However, knock-on wood, we hope it goes down. The reason it is higher is that halfway through this fiscal year, the FMPA hedging program started to stop. They will move that block out as they buy hedges, and hopefully we will see that number come down. Assuming they do not, we have planned for \$92 a megawatt. Now, does that ultimately shift into a price reduction? That is to be determined. With pricing, we went into FY 25 thinking we may need to have a rate adjustment. The rate structure is two-tiered because we have the fuel adjustment that we call the bulk cost to power adjustment, which the commission had given the city manager the authority to manage on a monthly basis. We try to keep that as consistent as possible and, right now, it is two or two and a half cents. That changes monthly based on where the fuel costs are. The second one is the price that the commission sets, which is the base rate. We toyed with the concept last year and this year about increasing the base rate, and he recommended that they not increase the base rate. They had discussions with the electric advisory board back in June and, based on the latest numbers, we are hopeful that we could manage at the same rate. Remember, as we went into FY 25 we said we would watch it and that we would keep an eye on it. Again, this year he recommended watching it and they will keep an eye on it. Moving into October, we can positively say there will not be an increase, but as we move into the second, third, or fourth quarter of FY 26, based on where the numbers go, where hedging goes and where gas goes, we may need to look at that.

Referring to the electric fund cash and reserve requirement chart. He did not want to cheer about it because the cash chart is always what we go to, and about a year and a half ago he was worried to death about dropping below the reserve requirement line. Referring to the blue line on the slide, that is total cash and some of it is restricted, like BCPA money. The total cash started to rebound over the last year and part of that was from us scrimping on the expenses while being conservative and frugal. Moving back to the CIP slide, with the cash looking better, gives us more comfort about keeping the needle in the red while watching it. That is not a bad position to be in because we have cash to lean on. We had gotten very good at managing that on the fly, and he did not see us doing anything crazy in terms of the BCPA. Part of that was leaning on our cash, and we did not have that reserve, so he did not see us making that mistake again. However, he was confident that we would have enough time to react and provide enough information to our customer base if we needed to do a rate increase. We can move into the next fiscal year safely, while keeping the base rate where it is. On that note, when we moved to the other side of the house, the finance director received the update on the BCPA numbers, and we were right on target with our assessments of the power cost adjustment numbers. Fortunately, there will be no base increase moving into the next fiscal year, but, unfortunately, there will be no decrease in the power cost adjustment, because that is set to where we are recovering and under recovering where we should be. Frankly, we are within a \$200,000 spread. That is a \$200,000 spread into \$3 million, so we have been pretty lucky so far this year. He then showed the rate comparisons and the electric debt covers a lot of old stuff.

The highlight of this fund is that it is back up. We will continue to monitor the rate and there will be no rate increase moving into the fiscal year. Part of it comes from the relief that we saw with the shifting of the metering from GE to Itron. We should see the full impact of that by the end of the first quarter of FY 26. In all the proprietary funds, we budget for depreciation. That is the value of all the assets with a formula. We take cash out of our pocket, and put it in a special fund for depreciation to cover planned

repairs. When we do that, the cash graph looks nice, but when we do not do that, we short depreciation and the cash graph looks bad. Again, we made that call with the determination that cash was high so we could lean on cash to subsidize the rate. Frankly, he wanted to brag about the utility, and he could not stress enough that this is where being a locally-owned utility benefits our customers. He knows our customers sometimes complain about high prices and electric rates being horrible, but regionally we are one of the best, and we do a great job of managing that. We strive to keep the rates low, to keep the lights on, and to work safe. That has become our motto in the electric fund. With the competitors in the region, Duke is still high, and their rates are going up. SECO and the city are staying nip and tuck. Our rate looks like an FPL rate and the FPL is the elephant in the state. They have the most customers, they are the most profitable, and they are the most legislatively active. In his opinion, FPL is the driver of the train when it comes to politics in Tallahassee, and they say municipalities are horrible because they do not respond and that municipalities have bad rates. Well, guess what? Our rates are better than FPL's and that is important to remember, so when our customers yell at us or the electric advisory board members, they can remind our customers of what we do for them on the electric side of the house, because nobody likes to pay their electric bill. With that, depreciation is back up and doing well. Hopefully, in FY 26, we can start sliding more money back into capital projects to do system changeouts and that kind of stuff. They could bet that he, the electric director, and the team would have constant conversations about cash and CPIs. He asked if there were any questions about the electric fund.

Commissioner Pederson said he saw costs going up in the first half of the year, and he was referencing the hedging by FMFA. Do we have any idea if FPL or Duke are hedging? We hedged back in 2022 when gas prices spiked, and he was assuming they also hedged at that time. **CM Minner** replied that everyone in the industry is hedging, and we are all hedging at about the same levels. We hedged about 75% of our gas load, but the difference is that we are seeing those numbers start to tick up. That is where the hedging slides out and those are the futures that we have not covered yet. That \$97.14 may be high, but that is what it is right now. We have not hedged out the last couple quarters of next fiscal year. **Commissioner Burry** mentioned when we talk about gas, we are talking about natural gas. He wanted everyone to be aware that 75% of the electricity generated in the State of Florida comes from natural gas. As natural gas spikes without hedging, that is when we get into problems. **CM Minner** added that they do hear a lot of talk about solar, going green and wind. It is not just in Florida because it is a nationwide phenomenon. The nation still relies heavily on natural gas. So, as prices go up, it is energy that drives it. It is not just a Florida thing, nor is it a Leesburg thing, because the nation relies on natural gas to run power plants. **Commissioner Burry** pointed out that when the electricity goes out due to storms, everyone needs to compare how long our electric is off compared to Duke or Florida Power and Light, because we are usually twenty-four hours ahead when it comes to reconnecting. Having our own local utility is a huge advantage to the citizens of Leesburg. **Commissioner Berry** wanted more clarification about not recommending a rate increase in October. **CM Minner** stated that starting the next fiscal year, October 1st, there will be no increase. However, if we see a need for a rate increase, that may be in the second or third quarter of FY 26. We will need to make that determination somewhere in the January to April timeframe so we do not get whacked in the summer when usage goes up.

Moving to the gas fund. This fund looks similar to the electric fund with issues, but gas has a 3% CPI built into the rate, which is an inflationary issue as well. The cash levels look reasonable. This fund is about \$4 million above the recovery, but we are still working aggressively with growth, other issues with inflation, and we have some main trunk lines that we have to get into the ground. The main issue with gas is trying to build the new facility and the gas director has received the first draft for the new headquarters building. We are trying to knock out three birds with one stone and that is to get gas out of downtown so we can have that area for parking. With that flip-flop, we can reshuffle the deck. We will build a new home for gas that includes their storage needs. It will be married with more storage needs for the electric department and a new climate-controlled storage facility for the clerks' office. We have set aside \$1

million for that this fiscal year. Of that \$1 million, we have spent roughly \$125,000 on the design and that leaves about \$875,000 for construction. We did not allocate more construction dollars to the gas fund, because they have the cash to lean on. We wanted to get this out to bid, so we could see where it went. We wanted to keep that number small, so we worked within our budget, but we never knew how things go until it goes out to bid and see where it is. However, he was okay with moving forward, but if we miss this number, as long as it is something not crazy, we will have the cash to fall back on. They would like to add three positions to this department, and there are two big projects for extending gas mains down CR 33 and CR 48. There is a requirement from FDOT to move the gas line due to the widening of the Turnpike. With project CR 33 and CR 48, he did not want folks to misinterpret growth as being the cause for extending the gas main down CR 33 and CR 48. In the gas and electric worlds, and more so in the gas world, gas is a utility that is not seen as a requirement. The operators of the gas system, whether you are on the public side or the private sector side, gas is seen as a choice. Those investor-owned utilities who extend gas lines are at risk because they are banking on customers using gas appliances or gas services to necessitate those main extensions. That is us, and we are just like Apopka Gas, Teco, and Sun City Gas. We are banking on potential development going up the CR 33 and CR 48 corridor. The turnpike issue is a totally separate issue because the state is widening the turnpike and the statutes are written that it is incumbent on the utilities to move the stuff out of the state's way. We will also see that on the water and sewer sides. Water and sewer are different in the world because water and sewer are seen as a needed utility. Therefore, governments who typically manage water and sewer try to pass those extension costs on to developers, but gas and electric are a little different. He asked if there were any questions about the gas fund. There were none.

Special Revenue Funds:

There is not much to report on in the housing fund. This fund manages the Mispah Simmons apartments and the housing director has done a good job keeping those apartments filled. She also works with the county on the rent subsidies. Once we get out of Mispah Simmons, there is not much to talk about in the housing fund. He asked if there were any questions about the housing division. **Commissioner Berry** asked about the timeframe for residents and are they lobbying for residents? **CM Minner** answered that he thought it was a year, but he would have to get back to her on that answer.

The building fund is another fund that the lobbyists really watch like a hawk. Instead of having big investors in utilities, it is the construction industry and construction is a big and powerful lobbyist as well. The laws are written such that building fees should equal what it costs to operate the building department. What we saw in high times of growth was money coming in. Costs were low, and the reserves were built. That phenomenon has gone on a little bit around the community and cities handle it differently. Back around the 2018 timeframe, we were sitting on \$2 million with the requirement back in 2018, and we only needed about \$250,000 in a reserve requirement. So, that was indicative of the fees being high, so we reduced them. If they recall, in 2018, we endeavored to reduce the building fees from the 2018 level. We did that in two steps and now our fees are about 25% of what they were in 2018, and we have kept our fees down. We have grown the department a little bit and, all the while, we anticipated the cash levels dropping by FY 24. That was when we were going to come back and say we needed to increase the rates, but we were wrong because we did not need to increase the rate in FY 24 like we originally thought. However, we do need to increase them for FY 26.

Referring to a chart, he said we had dwindled the reserves, because that money needed to go back into the contractor's pockets, and we had to get a market-rate fee, so they were only paying for a fee that justified the expense of inspections. We have done a good job of staving off increases, but that time has passed because we have whittled down that fund as much as we can. So, effective October 1st, we are recommending that we go back to the 2018 rates. Similar to how we talk about the fleet fund in terms of

percentages of where we are, we need to go back to the 100% level and of all our funds, the building fund has the most complicated fee structure, because there are so many different permits. For example, fence permits, pool permits, building permits, ac permits and electrical permits. Putting all that stuff on one slide while trying to boil it down is extremely difficult. If we were to go back up to where our fees were in 2018 to build the typical single-family house, which is about a 2,000-foot house, it would cost the contractor or whoever about \$2,500 to build that house. Groveland fees are \$5,900, Eustis is at \$4,900, Mount Dora is \$3,100, Lady Lake is relatively inexpensive, Clermont is \$2,900 and Mascotte sits at \$6,349. Lake and Sumter Counties remain relatively inexpensive, but remember that was a 2018 number, which is where we need to be. Basically, every fee goes back to where it was in 2018. If the commission is okay with this, we will bring a rate resolution along with some other little things between now and October 1st where the commission will formally say yay or nay. We will bring a rate resolution that implements these fees effective October 1st. We will also talk about impact fees at a regular meeting. However, the feedback he has received from various sources, mostly in the construction industry, is that impact fees, and building fees, need to go up. So, moving back to the 2018 fees, we should not see all the contractors in the room. He may be wrong, but he did not anticipate that happening. He asked if there were any questions.

The first CRA where we cannot spend another penny is the Downtown Leesburg CRA. There is a small cash reserve of \$400,000, which is not a lot of money, but this CRA brings in about \$1.1 million, but remember that the increment comes from two places. It comes from the increment, which was the baseline from when the CRA was created to today, and that increment does not go into the general fund. It goes into the Downtown CRA fund. Whatever the taxing rate is for the county and the city, those two numbers go together, and that money has to be spent in the CRA district. So, where are we going to spend \$1.2 million? First we have to give half of the money to the CDC, and that goes back to the decree from 1997. So, right off the top, half of the Downtown CRA money goes to the CDC. The other two places it goes are to debt and the Main Street project, which retires in three years. After 2027, that \$100,000 should be done. We have the CDC payment, and the debt payment for the Main Street project. The Main Street project included all the trees and the extension from 9th Street to US 27, plus the big arches and all that was \$1 million, and we have been paying about \$100,000 a year for that project. Then we have the special events expense. That division was created, and it is now in its third year of operation. When the Partnership decided to dissolve, we picked that baton up, and we funded all that stuff. The Bikefest expense is in the general fund, which we all looked at on Monday, but the special events include the Fourth of July, Christmas and so on. **Mayor Reisman** wanted to know, in the long term, would having special events in this CRA hurt it from future projects? If so, could we look at funding some of it from somewhere else? **CM Minner** responded yes, but that would be a commission call because when we made the call to do special events, because we thought that was important, they decided that this CRA was a good place to fund and house it. It also fell within the CRA master plan. It is an eligible expense, so we are working within the rules. However, the danger would be the sunset of this CRA more than anything. We know that CRAs will eventually sunset and once they sunset, that expense will have to come from somewhere, and we all know where that somewhere is. It is the general fund. However, we should not worry about that right now, but we will also keep an eye on it. He would not change the funding mechanism until we are forced to, or if it sunsets naturally. There was a force during this legislative session, where there was a lot of talk about sunseting CRAs. The initial legislation was to sunset all CRAs except for debt effective October 1, 2025. That legislation was really watered down, and it was rolled back because the scuttlebutt was that the state legislature was picking one community, but there was a special bill or a local act that occurred to address that. So will the CRA banter be picked up again this session? Probably, will anything happen from it? We do not know. So that question goes back to the two things. When does it matriculate naturally, and when is it forced to? If it is forced, we will have two big questions on our hands. How do we deal with the CDC, and what do we do with special events? **Mayor Reisman** mentioned that he was referring to future facade landscape grants, and things

like that, because they have not been funded in a while because we have not had any funding for them. He would like that to be kept on the radar. **Commissioner Berry** questioned the special events. Are we allowing additional events to be added or are they set for the ones that we already do? **CM Minner** replied that they could add whatever they want as long as it is kept within \$403,461. **Commissioner Berry** pointed out that there were one, two or three events named, so does the special events division have anything to add for this year, or will it be the same thing it has been? **CM Minner** replied no. They have not added anything. **Mayor Reisman** said they have pop-up events all the time. If you follow them on social media, you can see what they are doing. **Commissioner Berry** said she was referring to largely funded events. **CM Minner** explained that they handle the major events such as the Christmas parade, Fourth of July, and Halloween, and they also have little events that pop up. They are adding little stuff all the time, as long as it has a de minimis type of impact. However, they are not adding anything major to it at this time. He asked if there were any further questions about this fund. There were none.

Moving on to Carver Heights CRA. The Carver Heights CRA and the US Highway 441 CRA are probably where they have the most flexibility. The Carver Heights CRA is sitting on about \$280,000 in cash, and they bring in about \$1 million a year. There are three areas that the Carver Heights budget covers. First, personnel and housing services along with operating expenses for the Resource Center. Then there is the debt on the Resource Center. These are all fixed expenses and there is not a lot that we can do there. It pays the bills and cost of services for running that CRA. It is self-sustaining, and it is fixed by the CRA and there are no bleed outs into the general fund. We made a debt to build the Resource Center, just as we did with Main Street, and that expense must be paid. We can nip and tuck that, but there is not a lot to nip and tuck in there. However, after paying these there is about \$600,000 left in the budget. The way we laid it out in the budget books is that we just copied what we did last year for the home grant program, but that is not fixed to do that. He also anticipated that there would be some discussions about that. At this time, there is \$600,000 available for different programs and projects in the CRA. There have been meetings and different discussions. He tried to string all this together with a price tag, and he was there to get their feedback about how they wanted to move forward into FY 26. The biggest project would be the home grants, and he stuck \$600,000 there, but they do not have to do that. It is completely up to the commission. Each grant was worth \$25,000, but it all depended on how many homes they wanted to cover. The home grant program has been successful in Carver Heights, and we are about to fix over twenty homes. So, this program has been accepted very well by the CRA, and they may want to continue funding it, but at what level is up to the commission. They may want to start peeling money away from this as we have accumulated some success, so they may want to fund other things. There is a project priorities list that includes items like the Berry Park surveillance due to concerns about public safety. **Mayor Reisman** inquired if that would tie into the police department and their review? Who would have access to the cameras? **CM Minner** replied yes, that would tie into the police department. **Mayor Reisman** wanted to verify that they would have the ability to monitor that park. **CM Minner** responded yes, and they are monitoring it now. There are ADA improvements needed at Berry Park as well. Plus, Commissioner Berry would like the commission to consider a tutoring program that the city would operate and that is estimated at \$150,000. There was also talk about updating the master plan and that came in at \$150,000. There was a consideration of resurfacing and completing the fencing around Berry Park because we did two of the four sides, so to finish that it would cost about \$350,000. That was an estimate to close the westside and the trailside of the park, which would totally secure Berry Park. We would lose the chain-link fence on the south and west sides and finish off the paving of the parking lot. Another request we received was to do some dredging and stormwater improvements in that area. However, he would advise them to take that project out of the CRA and put it into stormwater. They still have several weeks to consider where they want to go, but these are the projects of priority that came from feedback his office received. **Mayor Reisman** asked about the resurfacing and fencing. Would that assist our police with the issues they are having in that area, and would that fence help to keep people from sleeping in Berry Park? **CM Minner** answered yes. **Mayor Reisman** stated that should be

something they consider because it is a high police issue out there when it comes to the park.

Commissioner Berry agreed. **Mayor Reisman** remarked that surveillance would assist the police, so that should be something they consider. He then asked about the ADA improvements. **CM Minner** responded that it would be for playground equipment and sidewalks to make sure everything is good. **Mayor Reisman** agreed and if that is a safety issue, that should be addressed as well. **Commissioner Berry** said she thought it covered disability issues. **CM Minner** replied yes. **Commissioner Berry** said it was important to finish the fencing, so the park could be secured. **Mayor Reisman** mentioned that when he volunteered for cleanups at Berry Park he saw people driving from the trail into the park. If the fence helps prevent that along with people driving down the trail, that would be good. That fence should also go around the parking lot to prevent people from driving through the park. It would also keep people from driving all over the park. **Commissioner Pederson** mentioned that he has made this comment before, but he does not understand why we would need another CRA master plan. He looks at that as being another six home improvement grants, plus we have plenty of other ways to spend that money. However, he was pretty open-minded about what the commission wanted to do. **Commissioner Berry** said, for him, the home grant program is the most important thing that we are doing out there. It increases the value of homes, and we are getting people to buy into their homes. We are making the area nicer, and it will only help the community more. **CM Minner** pointed out that there were some people in the audience whispering, so there might be some public input if he wanted to take it. **Mayor Reisman** asked if there were any public comments on this CRA.

Samantha Ponder of 1204 Baker Street asked about the home improvement grant being on that side of town, because on her side of town, which is the east side, people have been asking her if they could receive preference as well. On the website under the grant, it sounds like it is for all of Leesburg, but it says preference is given to that neighborhood. She was looking for clarification that she could give her neighbors. **Commissioner Pederson** responded that the money from this CRA has to be spent in this CRA district by law. **Mayor Reisman** added that the Downtown CRA has no more money, and he believed we were looking to possibly put money for grants into the US Highway 27/441 CRA. **CM Minner** added that we have had this discussion. The story there is that we created the home grant program two years ago, and it is a citywide program that could be funded in four ways; the general fund, the Carver Heights CRA, the US Highway 441/27 CRA, and the Greater Leesburg CRA. At this time, the commission has opted to only fund the home grant program through the Carver Heights CRA. So, if we are only going to fund the home grants from the Carver Heights CRA, that means that money has to be spent in the Carver Heights CRA. It can only be used for homes in that CRA because those are incremental boxes. That is where we get the TIF money from, so that TIF money has to be spent in that box. If they had US Highway 441/27 CRA money, they would only be allowed to spend it on homes in that box. However, in that box the only place we see residential homes is near John L. Johnson Park. In the Greater Leesburg CRA we could address homes in the East Pine Street area, but there is no money available for that. Any other area around the city that has not been mentioned, the general fund would pick up. It could also pick up everybody because it is all-inclusive. However, the commission has opted not to do that. He was sure Commissioner Berry would talk to her again because she had brought up this conversation ad nauseam. Really, it is however the commission wants to fund the home grant program, but since its inception, we have chosen to only fund it through the Carver Height CRA. **Ms. Ponder** said when she spoke to individuals in her community, they asked what she could bring because they had a need for it. People mentioned things like beautification, because we have some areas on the sidewalks where tree roots have been uprooted, and it makes it too hard for people to walk and kids cannot ride their bikes or walk safely in that area. However, the thing that she heard repeatedly was the home improvement grant program. We have people who are older, some who have low-income who own homes and their houses have become dilapidated, and they cannot afford to fix them. That was why she brought it up. Was there a way that they could look at this so it could be extended to her side of town? They could look at how the special events division is funded or could there be some type of hybrid where

part of it comes from that CRA and another part comes from the general fund because people need that program on her side of town.

Robert Alderman of 1113 Beecher Street said he knew he was supposed to submit his information to the city by email. However, he had a couple of things he wanted under project priorities for the Carver Heights CRA. One thing he would like to add are gateways into the community, into Montclair and Carver Heights. He would like to have LED signage boards established at the gateways. He would like one put across from the fireplace business and another one at the other end. This way, they could communicate information to the people that live in that community. There are a lot of things that happen that the people in this community are not aware of. If we established a better way to communicate with digital boards, that would be great because Facebook does not always work. He is on Facebook, but he does not get on there all the time. That should be added to the project priorities. It could be used for communicating things from the City of Leesburg about anything that is happening. The other thing that he would like is another mini-community center that would serve people who want to hold meetings. That way, they do not have to worry about driving across town or to Montclair to use the Resource Center. They should have another community center located right in that community. He had previously mentioned where the old pool was located, but he heard an argument about parking being a problem. However, he was sure there were other areas where they could establish a community center or an activity center for the people in that neighborhood. Also, to piggyback on the previous speaker, he has lived on both sides of town, and he still has relations on the other side, so we need help on that side of town too with the home grant program. **Mayor Reisman** asked if there were any other public comments. There were none. **Commissioner Berry** wanted to make sure she understood what he meant by gateways. Are we looking at the entrance into the CRA area and Montclair? She then pointed out that they were working on a beautification project that establishes signs throughout Leesburg. Also, with the home improvement grants, Carver Heights Montclair CRA is the only one that has been able to fund this project. At this time, there are no funds available for the Downtown CRA. However, in the future they are hoping to bring that to other CRAs. **Mr. Alderman** said he agreed that the other side of town needs help because he has ties with both sides.

Moving on to US Highway 441/27, CRA, **CM Minner** said he would not belabor the history of where they have been. There was a decrease in funds, and our policy for the US Highway 441/27 CRA had always been to keep as much money as we could rolling to cover the bond that crashed when the CRA was first created. We have significantly achieved that goal and the expense in this CRA becomes paying that bond, which is about \$1 million, and then what do we do with the money left over? This CRA brings in about \$3 million, and the bond is about \$1 million, which leaves around \$2 million. **Commissioner Burry** wanted to know when that bond would end. **CM Minner** answered 2036. Last year, in preparation for FY 25 when we did Susan Street, we identified that our bases on the bond were covered. Therefore, we had significant revenues that we could grab for that project, which is why we have a decrease. We stashed the cash, which was specifically permitted based on the bond and indebtedness that was associated with the CRA. Now that we have identified that the CRA has now grown out of that danger period, we recalculated the base, and we now have a \$3.4 million fund. The bond payment of \$890,000 leaves us with \$2.5 million. So, we have about \$2.5 million, and they have to determine what they want from this fund. The Susan Street project has been paid for barring any calamity during construction. We are now back to the principle of, do we want to take this money and squirrel it away to secure the note, or do we want to peel a little off to hit some miscellaneous things? There was a discussion about putting some of this money into the home grant program for this CRA. However, this CRA is the most commercially based CRA, but there is a small portion of the CRA block that faces US Highway 441 near John L. Johnson Park. Those homes in that area are around the Holiday Marine, so we could pick up some of those homes. If they want to carve some home grant money out for that area, they could do so, because they certainly have the financial ability to do that. If they did that, he would advise that they not

carve out more than \$50,000 or \$100,000 because there would not be a lot of participation in that area, but at least they would have expanded the home grant program. Also, with the beautification item. We talked about it last year and at that time it did not pick up a lot of traction. However, one thing in the corridor that we need to do is expand the facade sign landscape grant down the US 27 corridor specifically. We still see a lot of the old signage ways and the old signage ways are the monopole signs. Every community that is like Leesburg has those old monopole signs from the 1950s. So, concepts nationwide, we have gone into monument-style signs where we bring those signs down lower, and it makes it more ambient and prettier. We even have a code that says these signs need to be changed by a certain time. However, that time has certainly long since passed, and we have not actively initiated enforcement on those businesses. He suggested that if they want to affect esthetics, specifically in the US 27 corridors, we need to up the ante like we did on the home grants. We did not have a lot of participation in the home grant until we made that grant value significant to where the city's TIF money took on the burden of that expense. So, in the program, if we are going to address this, we have a list of non-compliant signs that could be targeted. The cost of the signs today runs anywhere between \$30,000 and \$50,000. We could cap out at \$20,000, which would cover about 80%. If we capped it at \$18,000, the businesses would still be looking at \$20,000 to \$30,000 out of their pocket to match. If we flipped that switch, we could give up to an "x" percentage or up to \$40,000, but we still need to MacGyver those numbers. We need to make that a significant number, like a million dollars, and put it into that program and upgrade the facade sign landscape grant. That way, we could assign staff to go out to the businesses and market this program so we can tackle that corridor. Another thing that would be a beautification thing in the US 27 corridor would be underground electric utilities. However, that will never happen because Duke Energy has a giant transmission line that starts at Picciola and runs all the way down our corridor in that area, and we piggyback on their poles. The undergrounding cost to remove a transmission pole of that size is about \$4 million, so that would be \$4 million multiplied by the number of poles. So, unfortunately, he does not see those ever being underground. The big giant transmission line that cuts down the center of the US 27 corridor will never go away. We will always have that issue, but at least we could tackle the signage, because we have the funds to do that. The home grants and the facade sign landscape grants are where he would point their attention to. **Commissioner Berry** asked about the Susan Street project. She knows they are getting that done, but is there anything that could come afterward that we might need to fund? She could see in the future expanding Susan Street to add splash pads. **CM Minner** responded that he had a conversation with Commissioner Berry earlier, and she envisions that once the rectangle fields at Susan Street are completed, that we will continue adding on to that. He suggested that the concept needed to go in the hopper for our years. The problem with Susan Street, funding wise, is that right about where Susan Street goes into the park that is the line between the US Highway 441/27 CRA and the Carver Heights CRA. So, between those two CRAs, we might be able to tackle some other areas. We are also stretching into a growth area of Susan Street behind the Publix Plaza where there are wetlands, and we are extending those rugby fields into that area. He thinks that will be a project that we will keep our eyes on because we need to see where it finishes first. We can then revisit that in our years to grow the rectangle field concept. He feels good about where the budget is at right now for Susan Street. Again, barring any big crazy stuff, he does not see significant overruns, but if we do, we have the CRAs to fall back on. That budget was put together with a reasonable contingency and at this stage, nothing alarming had happened. The plan is to be conservative and to hold onto the \$2.5 million to cover the bond or split a little off between the FSL and home grant programs. **Commissioner Pederson** said he asks this question every year, but what is the interest rate on the bond? **CM Minner** replied it was at 2.5%. All the bonds that we have throughout all the funds are all 3% or lower. We did a good job when interest rates dropped back in the day of refinancing everything. **Commissioner Pederson** thanked him for that answer. He thought we had one or two that were high and that was why he was seeking clarification. **CM Minner** stated there are one or two that we do have that are high, but those are cash-driven bonds. When we ran out of cash, we went and borrowed money for cash purposes. So that would not give the same interest rate as a CIP.

Commissioner Pederson then said he liked the suggestions for the corridors. Whether it is façade landscape grants or home improvement grants. However, based on the money that we spent on Susan Street, is the entrance called William Street? **CM Minner** answered yes. **Commissioner Pederson** indicated that he would like to include that area in some beautification efforts for those homeowners because he drove it yesterday or the day before. **CM Minner** pointed out that the area falls under the Carver Heights CRA. **Commissioner Pederson** said he came off US 27 to the entrance of Susan Street. **CM Minner** agreed there may be a couple there, but we are splitting hairs on where that line hits, but if we took some money from the US Highway 441/27 CRA, and the Carver Heights CRA, we would capture William Street. **Commissioner Pederson** continued to say, we are spending all this money on Susan Street, and that entrance is not up to par. **Mayor Reisman** indicated that he would support the home grant program, and the facade landscape sign program. He knows the planning and zoning department has started sending people to these businesses. So if we informed them that they were in violation, and we were not going to penalize them, this is the money that we have available, and we could go from there. **CM Minner** added that one thing we could add to the facade sign landscape grant is that we need to increase its signage. We could also make dumpster screening part of that grant for those who might be non-conforming. **Mayor Reisman** said he loved that idea. **Commissioner Pederson** thanked him for that because he had received his share of phone calls on that one. He then wanted to know if the commission was okay with William Street since it was only about two blocks. **CM Minner** responded that if we grabbed money for a home, and we put it in the US Highway 441/27 CRA, we would have William Street covered. **Commissioner Berry** wanted to know if that would just be for William Street or did that include Penn Street? **CM Minner** said he would come back on that, but yes is the answer. **Mayor Reisman** asked the commission if they agreed with the city manager's recommendation of the facade signing landscape grants? **Commissioner Pederson** said the only comment he had was because it was said that a typical sign would cost between \$30,000 to \$50,000, and he said to make the grant \$40,000. He did not want to encourage people to spend more money than they had to. **CM Minner** indicated that he would tighten up the numbers and this would be something that staff would bring back to commission with a program where they would look at that in more detail, because they would need to amend the FSL grant in resolution form and that is where they would encumber that concept. So, based on this conversation, we will drill into that and bring back some concepts about how to expand that program. **Commissioner Berry** wanted to know if, in the past, was it ten and ten? **CM Minner** answered no. We started at 80% up to \$20,000. **Commissioner Pederson** pointed out that it had not been working and no one was taking advantage of it because it was so expensive. **Commissioner Burry** asked to go back to the CDC payment. Is that a statutory thing where it has to come out of that pool of money? **CM Minner** explained that it was not a statutory thing, and that is an important delineation because it was a court decree. It was a settlement, not a statutory thing, and that is important to delineate, because when the state legislature came out with the program to sunset all programs in the CRA except for debt, the payment to the CDC would be considered a program, not a debt. So, the action of the state legislature to sunset CRAs would supersede that court order. If the state legislature made a law that sunsets programming and/or existing programs but for debt, then that action would supersede the court order, and we would not have to make the payment. That is how he would interpret that. **Commissioner Burry** then said his real question referred to the funding. **CM Minner** said that funding was required because of a judicial mandate. We pay 50% of the increment no matter what the increment is. The judicial action is 50% of the increment, no matter what the increment is, and the city cannot sunset the increment to get out of paying it. **Commissioner Burry** added that we do not have control over how the CDC spends that money. However, the city already does home improvement grants, and it would certainly be within citizens' rights to request the CDC to do the same type of programming. He would encourage that because we are trying to do it. However, we are hamstrung because of funding. We give these funds to the CDC, so we are putting funds out there to that community. **Mayor Reisman** asked if the city could write a recommendation letter to the CDC asking that they use some of those funds for home grants? He knows we cannot make them, but could we ask? **CM Minner** replied yes. They could absolutely write a

letter and ask. **Commissioner Burry** pointed out that the home grant program has been so successful that it would be wonderful to do it on the east side as well. **Mayor Reisman** said they could include the number of people who have applied who are not eligible right now and ask to see if they would be open to funding that portion. **Commissioner Berry** said some residents that applied originally are still sitting on hold with the intention that it will come later on. **CM Minner** pointed out that Commissioner Connell asked if the state had made a decision on the CRAs and the answer to that was no. That legislation came in, and it has not really moved forward. There is an anticipation that at the next session that starts in January 2026, we will see more CRA estoppel legislation being considered as well as property taxes. Next year we may be crying about CRAs, general fund taxes, and electric rates as well. **Commissioner Berry** reiterated that there were some residents that have already applied that we could possibly consider on the east side because their applications are on hold. **CM Minner** asked if there were any other questions about this CRA. There were none.

Moving into special revenues, **CM Minner** said one disclaimer is that we are trying to condense the budget process in workshops, because we already talk about a lot of stuff, and we have a really good feeling about it. He wanted to fully disclose that we eliminated the discussion in the workshops on two funds, which were the capital improvement fund and the debt service fund. The reason we eliminated the funds is that they are replicatory accounting type funds. Any money that is spent from the general fund or the special revenue fund, whether it be direct capital improvement like the pay as you go, that money is shuffled over into the capital improvement fund. For example, if we built a new city hall out of discretionary sales tax, and we did it in cash, and it cost \$1 million, we would have a \$1 million expense in the DST fund, and we would transfer it over to the CIP fund, and we would have another \$1 million of expenses. If we built a new city hall using DST funds, but we did it with debt, then we would have a DST fund going to debt that would then go to capital improvement funds. Based on whether we do it in cash or with debt, it would go into these funds and that is the general fund general accounting principles for government. Gas tax and discretionary sales tax are the two biggest and the discretionary sales tax fund, other than the general fund, is where we talk about what to do with that half a million dollars that we have to make specific capital improvements. We bring in about \$5.5 million in DST funds and of that, about \$3.4 million is already charged to the credit card, and we cannot touch it. That covers the police station, city hall, and debt services that we have already done in the past. It includes shifting of funds to make things work. So, \$3.4 million, if we were at the federal level, that is a non-discretionary expense that cannot be touched. So, we get to talk about discretionary expenses and what we can spend and from that we have about \$2.5 million that we can spend. **BD McDaniel** clarified that we have \$3.5 million, but we are using some cash. **CM Minner** pointed out that we can play with about \$1.7 million that has not been spent and that is where we get to the \$5.5 million. We have about \$2.5 million extra to spend, and we have competing demands for all of it, but we have \$2.5 million to spend. Referring to a chart, he showed where they could spend it. Jumping to the bottom of the chart, he said he wanted to talk about gas money for roads because that one was easy. A big chunk of that comes in, and we transfer it over to the general fund. So, about \$1 million in gas tax comes in and that is the penny gas taxes and the different gas taxes that the county promulgates. We have agreements with the county about how that money is distributed back from the state to the county. Then the county has an automatic formula that benefits the political subdivisions and the statute says if they have a deal with the political subdivisions, they could do it that way. We have a deal with the political subdivision as most municipal corporations in the State of Florida do, and the deal is basically road miles and the population across the county divided up, and we get about \$1 million dollars from that. We are a giver nation in Lake County for gas tax and discretionary taxes, so the gas tax has about \$1 million coming in, and we peel off about \$800,000 of that, and it goes right into the general fund to pay for streetlights. We get gas tax money in, and it goes to the electric department. So, every time you drive down US 27 or Main Street or when you look in your neighborhood, and you have a light on that is the city's, gas tax money pays for that because it is an eligible expense. It then goes to fund potholes or those kinds of things. This year is the first year in a

while that we are kind of catching up on the general fund side. So, we are pulling a little bit of that back, and we are putting it into roads that need to be resurfaced. The roads and sidewalk repair is part of that eligible fund, and that is gas tax money. **Commissioner Pederson** wanted to know what we averaged on sidewalk repairs, historically, because he saw the \$50,000, but that number seemed light. **CM Minner** said he would get an answer for him about how many linear feet of sidewalk we repair a year.

Commissioner Pederson said he heard a comment tonight about broken sidewalks, and he has received complaints about them in his neighborhood too, but that number does seem light. **CM Minner** pointed out that if they receive complaints they need to let him know because we try to tackle them as we go.

Continuing, **CM Minner** stated that discretionary sales tax will probably be the conversation of the hour. We talked about capital improvements and this is how staff organized it based on internal feedback, discussion and public meetings. Now, this is the witching hour from this point, moving into September on how they solidify where to spend that money. Nothing in the chart is set in stone, and he was sure they would get a lot of public input on how to spend some of these dollars. From a staff level, how we organized it for the commission's consideration was to first continue the downtown parking project. Last year we allocated about \$1.2 million, and we spent about \$150,000 on it for design. We currently have \$1 million that we have not spent, and we are anticipating that this project may be above that number. However, the number one priority is to continue to shift money to that project so we do not run out of money. He anticipates having the initial draft of the parking concept by the end of next week. It will be presented to the commission shortly. We will start to dissect it and split it up and do what we do with capital projects. His hope is that in the first part of 2026 we will get it out to bid, so by the summer of 2026 construction will begin. Some of that will go hand in hand with what we are doing with the gas department. That is project number one on the list. If we put \$1.5 million into that fund, we would have \$2.7 million for parking or other things related to parking in the downtown. He firmly recommended that they keep it in that pot. Hopefully, we are under that, and then we will have an option to put money back into the pot for other projects or put other money back into downtown, because we are not seeing any money available for downtown in the Downtown CRA because of how we have rearranged wires over there. **Commissioner Pederson** said for the benefit of the audience, we budgeted \$2.5 million for downtown parking in 2020, and it has been siphoned off every year. That is why he has been so vocal on this issue. **CM Minner** agreed. We had a large allocation that we never got to, then covid came and money was shifted around to do different things, and we never got back to it. **Commissioner Connell** inquired if they would get this conceptual plan next week before we spend any more money on this? **CM Minner** replied that the only money that we spent on this was on design. **Commissioner Connell** wanted to verify that we would not spend any more until we have the conceptual plan. **CM Minner** commented that he could not say that because we might have design bills we have to pay. So, he would say we will spend money on design, but we will not spend any on construction until it comes before the commission. **Commissioner Pederson** added that it would not go out to bid before it comes back to the commission. **Commissioner Connell** questioned the design he was referring to. Would that conceptual design come to them next week? **CM Minner** remarked that he hoped to have that by the end of next week. However, he did not want to say we would not spend any money on it, because if we paid the engineer then he would have to use some of that money. **Commissioner Connell** said the \$150,000 he assumed covered the whole conceptual design. **CM Minner** agreed. The only money we will be spending on this until it comes before the commission to approve the conceptual design is design. The contract we have with GIA goes through concept up to bidding, and we have our design numbers in the hopper. **Commissioner Connell** said if it goes to bid it will be construction. **CM Minner** answered yes. **Commissioner Connell** wanted to know how much more that would cost before we get to revisit it. **CM Minner** said we have \$1 million plus whatever they decide to put in the pot for 2026. **Commissioner Connell** wanted to confirm that he said we would go ahead and spend \$1 million dollars before we approve the design. **CM Minner** said no. There would not be any more money spent on this project except for professional services out of the \$150,000 that was allocated for GIA. That was suggestion number one.

Suggestion number two is probably the biggest concept from the recreation board and feedback from the commission and talk around town is that there is a desire for pickleball courts. We had this discussion last year, and at that time we chose not to move forward with it. However, it does continue to be a major demand. Pickleball is the number one sport or leisure activity that folks seem to want to do these days. He could not remember what stopped them from doing it last year other than other priorities and finding a place. As we moved this fiscal year, we looked to see where the best place was, and what we could do because we did not want to go out and purchase a place. He recommended that the best place was to create a new project called the Palmetto and Second Street project. Referring to a map, he pointed out the red circles and said that was the property the city owns. We own an open space between Mr. Sokol's lounge, where the public works, used to have a storage facility. It is near the Lakefront TV station and the shuffleboard/tennis courts. Pointing to the map, he showed a strip of land that CSX owns, and the city looked into acquiring that parcel, but dealing with the railroads has been more difficult than dealing with the federal government. We also believe there could be some UST issues associated with this site. Around this site there is availability for redevelopment. However, the issue becomes pickleball, shuffleboard, tennis and a concept that has been around since Dr. Marbut reports on ways to help the homeless and teens, which is the Forward Paths concept, which provides housing for teens. Mrs. Burry is the director of Forward Paths, and she has worked with other communities in Lake County. She has talked with us ad nauseam over the past five to six years about where a place could be, and we really have not found a place that works.

To tee this conversation up for discussion and consideration, we have four items that could potentially all fit, in one fashion or another here. However, the question du jour is what we have had on the desk for some time now, and that is to fix or not fix the tennis courts and the shuffleboard courts. Up until the last two regular meetings, the shuffleboard courts were seen as not actively used and not actively used by a lot of city residents, and they have fallen into disrepair. We also have the same issues with the tennis courts. We had the tennis court slated for resurfacing about five years ago, and we got to a bid level where the bid went out, and the construction contract came to the city commission and the city commission rejected it. The recommendation that staff would provide to the city commission would be that they need to consider whether to demolish and remove the shuffleboard and tennis courts because they are not a primary use for the region. If we do that, we will have a small but loud pocket of residents discontent with the demolition of those courts. The tennis courts are even a smaller pocket that is directly related to the high school. Case in point, we recently demolished the tennis courts at Susan Street without a peep, so tennis is losing its popularity. With the concept of losing the shuffleboard and tennis courts, this area could be open for several different things. Pickleball courts could go where the tennis courts are, or pickleball courts could go where the old public works shelter used to be or both. Forward Paths is more complicated because to make that program work the requirement is for a two-acre lot. He believes the shuffleboard court complex is about 1.7 acres, so it is not quite as big as Forward Paths is seeking, but it is in a location that serves all the purposes. If we move forward and put Forward Paths in this area, it really needs to go where the shuffleboard courts are. Then shuffle pickleball, tennis and the shuffleboard courts in other areas. However, there are a lot of derivatives. The next part of the recommendation is that if we do not demolish the shuffleboards and tennis, then we need to invest in fixing them. It is either keep them and make them useful or get rid of them. There are a couple of things that we need to consider because there now becomes a number of derivatives on that. If we were to marry a concept with Forward Paths, it needs to be in this section, but if we want to keep shuffleboard courts, we could move shuffleboard courts up off Second Street. We could come over to the tennis courts and make a combo tennis court with pickleball where we have a facility that is lined up for both. For discussion purposes, the rule of thumb is that one tennis court has two pickleball courts, so we could marry those. There are a bunch of different ways we could do this, and he likes and dislikes the marriage concept of pickleball and tennis at the same time. He likes the marriage concept because it works, and it would save us money

while we knock two birds off with one stone, but as a sports enthusiast, when he goes to the driving range, he does not want to play golf on the driving range because the driving range is for practicing. The same goes with tennis. When we all use multipurpose facilities, they can be nice, but they are not as nice when you go out to play pickleball. You do not want to look at tennis lines and the same goes for pickleball. He suggested that the funds have the ability to give, for lack of better words, the Cadillac option. However, he understands that it comes with competing demands, and it comes with money. He knows we will get some public input on that, but that would be the staff's recommendation about how to spend that \$2.5 million. Jumping ahead, and before we get into the discussion of the priorities, we also need to look at the other two smaller priorities. Now that we have derivatives, there are two other major maintenance items that are eligible for DST funding. One is to change out the gymnasium floor, which was talked about on Monday and the price tag on that is \$200,000. We also need to change the carpet out at the library, which costs \$350,000. There is a lot of carpet there along with a lot of things that would have to be moved, but we really need to tackle those two items. We could do the carpet at the library, replace the gym floor, plus pickleball, and all that other stuff all wrapped up with what we have got. We also have half a million in the general fund that we could pass back and forth.

Commissioner Burry questioned whether the half million in the general fund was if we stayed at the current millage rate? **CM Minner** answered yes, but we also need to look at what did not make the cut for FY 26. The first one, the historical society, came to the commission twice during the public comments to retrofit, upgrade and refurbish the historical museum on Sixth Street. The amount they provided was \$1 million. Both he and the public works director believe that to be a good budget number. On the smaller side, the library has asked for an attractive canopy shade for the courtyard and the recreation director has asked for one to be put over the pumping system at the HO Dabney aquatic facility. They would also like to add two shade structures in Sleepy Hollow. These are the top items that he wanted to show them that did not make the cut. So back to the issue du jour with how to tackle the Palmetto Sports Complex concept. Real quick, he wanted to jump ahead to debt service. He showed a slide of where the city was at with debt. Going back to capital projects, that is really the last concept to discuss this evening.

Commissioner Berry commented that Forward Paths should be acknowledged, and we should realize that this is for young people aging out of foster care. It gives them a start in life with expected direction while preparing them to be fit for society, meaning responsibility. That is a plus and that location would be more conducive because of the downtown area while being close to the school. It is also close to the police department. Young people are turned out on their own for the first time while trying to be responsible and the suggestion of combining pickleball and tennis would be a plus. They would just have to share and coordinate. Plus, it could be another job opportunity for somebody to reserve the courts.

Commissioner Connell said he was good with the concept of Forward Paths, but he does not think this is a good-fit location. He really likes the concept of keeping the tennis and shuffleboard. We should resurface those and put the pickleball behind the TV station and make that a mini-recreational complex. He is all good with Forward Paths concept. He read through the brochure, and it was a very worthwhile cause. However, he did not think it was a good fit for this particular location. He has spoken to the city manager, as everyone probably has, but we have two or three other locations in the city that he would be more than willing to consider donating to them for this program. One location was behind the Resource Center, and another one was near the Tuskegee area and the third location would be the old Dabney swimming pool site. He would be open to any of those three locations for this program. He did not think this program would work in this particular location because we would have to readjust everything. We are looking at losing the shuffleboard courts and not having the pickleball courts constructed. It is a great concept to put all three of the recreational uses in one area and put Forward Paths in one of the other locations. He would be open to donating that property. However, this particular property is not a good fit for this. **Commissioner Berry** asked when he said it was not a good fit. What did he mean by that? Is it

because they would close the sports arenas? **Commissioner Connell** stated it is disrupting the concept. We were trying to put together a small recreational complex to include tennis, shuffleboard, and pickleball, and it would all be located in the central area of downtown. It is a great concept for a recreational area, and we have two of them already there. All we would need to do is resurface the court and add the pickleball courts. From that standpoint, no, this is not a good location to put all these tiny homes while losing one of our sports complexes along with a proposed sports concept. He believes the sports complex would be a great addition to the downtown. It would draw and bring people to the downtown area, which is what he has heard this commission say for years. The goal was to increase the foot traffic downtown and that is what this sports complex would do. It would increase the foot traffic in the downtown. **Commissioner Berry** said she would agree with that. However, she believes kids need to be around other kids, and we already have Beacon here. Forward Paths has put in a lot of hard work trying to deal with mental health and other issues with children. She did not think District One, Carver Heights, would be conducive to putting young people out on their own in that area. **Commissioner Connell** stated there are other areas in the city where Forward Paths could go. He was told that these three pieces were the properties that we had that Forward Paths could use. If we were to come across something in the future, he would be open to looking at it, but this is not a good fit for this program. The recreational complex is great, and it would be great for the downtown. It would create foot traffic. People would come and play, and then they could walk downtown to have a drink, lunch, dinner, or whatever. He is all good with Forward Paths, but not at this location. **Commissioner Berry** said there were residential areas on the side streets, so it is not just a recreational area. It is still a very contained neighborhood. It is at the back of the railroad track. We have John's location on one end the TV Center, Dixie, the Venetian Center, and Canal Street. That is conducive for walking paths for kids because they will not have cars, and they will be able to get on a bus route to go wherever they are scheduled to work. She believes this area would be perfect because it mends with the students. **Commissioner Connell** pointed out that it would be located right across the street from a bar. **Commissioner Berry** inquired where the bar was located. **Commissioner Connell** stated it was called the Warehouse. **Commissioner Berry** said it would also be near the police station. **Mayor Reisman** mentioned that having them downtown allows for walking distance to potential jobs. He knows CSX has been more amenable lately, especially with the county when it comes to trails, so can we approach them again? There are a lot of shuffleboards there. Even though he was not a shuffleboard player, do they need that big of a space and do they need that many courts? Also, we need to reach out to CSX because maybe we could accommodate everything in that area. He was not in favor of the dual-purpose pickleball and tennis courts, because that defeats the whole purpose. **Commissioner Pederson** wanted to piggyback off the comment on CSX. He did not want to start a hornet's nest on this with CSX, but if we have suspicion of contamination, we have a duty as a city to take it head on. He does not want to get crazy about this, and they may have to help pay for it, but they do have liability. At this point, we did not even know, so he did not want to get too bogged down about this. **CM Minner** stated no, and he does not want everybody who lives in that multi-use corridor to think that there are contaminations across the street. **Commissioner Pederson** mentioned that he heard rumbling about there being an underground storage tank. **CM Minner** said he would say no. It is not the city's responsibility to fix that because it is a private sector issue, but there are government plans like Brownfield and those types of things where we can get that and lead the private sector to remedy contaminations from the past. We do need to continue talking to CSX, and he did not think the initial phase one would be very expensive, but we are doing those things. Also, the L-shaped property that we have is usable, but for this fiscal year we need to set some priorities, even if they are unpopular, and start moving forward with a plan that uses this prime property that accomplishes many of the goals that we have talked about for really relatively not a lot of money. **Commissioner Burry** said with the CSX property, Forward Paths had already tried to talk to CSX about purchasing that property. CSX will not let you test the property for contaminants before purchasing. This property, according to Jerry Galbreath, who is somebody who grew up here who has been around a long time, said there were three above-ground diesel fuel tanks because the railroad tracks used to run through there. So, they will

not let you test it. Forward Paths could not spend donated money to purchase something in the hopes that there would be no contaminations. **Commissioner Pederson** said again that he did not want to get bogged down on this issue. He was trying to go somewhere with it, and maybe we could talk to the city attorney. All he was trying to say is, as a municipality, if we have knowledge of contaminations it is our duty to fix it. **CM Minner** mentioned that he was squeezing a little bit here because we are really talking without proper information. It is all speculation because we do not know and DEP is extremely good at identifying where they suspect underground storage issues are, and this site has not been identified by DEP. So, to sum up that conversation, that strip does not belong to us, it belongs to the railroad. Working with the railroads is difficult, and we have been talking to them over the past nine months.

Commissioner Pederson said he did not intend to get bogged down on that, he just wanted to throw it out there, piggybacking off of Commissioner Burry's comment. **Commissioner Burry** said, just to clear up for the audience, for everybody, we threw Forward Paths out there because everyone is aware of what it is, but for the public, Forward Paths is an organization that primarily deals with kids aging out of foster care. They are turning eighteen, and they are being told they have to go because they are currently in a home where sixteen-year-old foster kids are, and they cannot have both in the same home. These kids come to this program primarily with a backpack. They do not have cars nor are there any luxuries. They also deal with homeless unaccompanied youths. Many of these youths come to them through the guidance counselors at the local high schools. They figure out who is out on their own, and they end up at Forward Paths. Last year, they were working with kids from six different high schools in Lake County. There were eight seniors in their program that turned eighteen, and they were thrown out. They housed those kids, worked with them and six graduated from high school. One of them received their GED and one of them decided he wanted to go it alone. It does not have a 100% success rate, but it is an opportunity to participate in the program. They have to get a job, and they have to go to school. Now, the school could be Lake Sumter or Lake Tech. There is a facility in Eustis, and he urged everyone to drive up US 19 to the Methodist Church where the road splits in Eustis, because just behind the church is where this community is and it has ten tiny homes. It is called Cottages on Grove Street. It gives an idea of what this would look like. This is only providing an opportunity for our youth that otherwise statistics say fifty percent of them or more will end up in jail in two years if we do nothing. He is a big advocate, and obviously Mrs. Burry is his wife. She is the executive president of Forward Paths, and we do not receive any funding or money from the public. We get nothing as far as money, so there is no conflict of interest. So that is the program and that is what it does. **Commissioner Berry** wanted to clarify a comment because she wanted to make sure that she was clear when she said District One, the areas that were named, Tuskegee and Beecher, are somewhat troubled areas, but we are making great strides in working with the police and there have been improvements. However, when she said it was not conducive, meaning we were gradually getting there. We are growing and seeing changes. People are making comments because we have better control. They do not have the policing that she has been requesting, but until we were able she did not think that area would be conducive to this program and that is why she said not in those areas. **Commissioner Connell** wanted to confirm that she said these areas were unsafe to live in. **Commissioner Berry** said that she did not say they were unsafe, she said they were unsafe for students fostering out of foster care. **Commissioner Connell** stated these are eighteen to twenty-year-olds. Is that area unsafe for them? **Commissioner Berry** said that area has a higher crime rate compared to the other side of town. If he was not sure what she was talking about, he was welcome to ride through at any point. She was proud of her area, but they still have a lot of growing to do and they are making strides. We are doing much better, but she knows if we put this there it would set that area back. **Commissioner Connell** remarked that he did not have any issues or concerns about Forward Paths because it sounds like a very good program, but why should we give property away to Forward Paths while taking these people's amenities away? **Commissioner Berry** remarked that she wanted to include everything and the third recommendation was to combine. She was not trying to take amenities away from anyone. **Commissioner Connell** wanted to know why they could not put Forward Paths somewhere else. Why do we have to infringe on the citizens' amenities? They have been using these courts for years.

Why would we require them to readjust? Also, we would not be able to expand to include pickleball if we brought in Forward Paths. So, why not wait until another piece of property comes up, because he would be more than happy to look at another site for Forward Paths. Why can't Forward Paths buy a piece of property? He does not know why we would disrupt everybody who uses that facility now to put Forward Paths there. **Commissioner Berry** mentioned that she was not asking to disrupt it exclusively.

Commissioner Connel wanted to know how it would not disrupt everyone who uses the shuffleboard courts. **Commissioner Berry** stated that she wanted to give them an environment that was safe.

Commissioner Connell questioned if she really thought they could put Forward Paths, the shuffleboard courts, tennis courts, and pickleball courts all in that area? **Commissioner Berry** replied that it was an option. **Commissioner Connell** stated that he did not believe that to be a good, viable or realistic option.

Commissioner Pederson mentioned that he started with the CSX property only because Commissioner Berry was talking about it. However, he supports Forward Paths, and he wants to support them with this venture. He knows they have been looking for a site for a long time. He picked on Mrs. Berry when she built the first one in Eustis. He asked her why it was not in Leesburg, and she responded by saying that was because she did not have a site. If we can find another site, that would be great. However, right now, this is the best and only option. He does not want to close the door on any other ideas when it comes to tennis and pickleball. He could live with leaving two tennis courts and tearing out two to make four pickleball courts. If we need more down the road, we can add them. However, that was just one idea.

With Forward Paths, he wished they could fit them up to the top. He did not want to give up on that, and if push came to shove he would get behind them on the shuffleboard site. He said he did not take that lightly, and he was not quite sure, but he had best be careful about what he says. In summary, he wanted to accommodate Forward Paths because it is a great organization. They have been looking for a home in Leesburg for a long time. He wants to do his best to help them, but we do have a long way to go on this one. He does want to work with them, and yes, it may be disruptive. He could compromise on the tennis, pickleball and shuffleboard courts. Maybe we could do a smaller amount, but that may not make people happy. We do not even know what it would cost to redo them, because it is a big site. It is a 1.7-acre site. He drove it yesterday so it would not be cheap to redo the shuffleboard courts. Right now, it is not a very impressive complex. **Commissioner Connell** stated the courts look like that because the city has not put any money into them in decades. **Commissioner Pederson** agreed. He was pretty disappointed when he drove by it yesterday. **Commissioner Connell** pointed out that he had done some research, and this sport was coming back. It is becoming a more popular sport, and it is not just a senior sport, because the youth are getting involved with shuffleboard too. We need to take this into consideration before just doing away with the shuffleboards or doing away with half our tennis courts. The Leesburg High School relies on those tennis courts, so we have to take all of this into consideration. Again, he was not making light of it, but this is not a great location, and we should not have to lose our recreational facilities to put this there.

Commissioner Pederson remarked that he did understand that, and he did respect that concern.

Commissioner Berry suggested without taking away or disrupting, but why not consider the Griffin Road Teen Center for tennis courts and shuffleboard? Are there areas over there to use? **CM Minner** said that was a good idea. **Commissioner Berry** continued to say that the area is used as a sports complex, and it is right off of US 27/441. **Mayor Reisman** inquired if there was any room over there to do that.

CM Minner remarked that when she said Teen Center he was thinking about the Resource Center. The Resource Center would be a good spot. The Teen Center is tough because that space is tight, and the wetlands are on the other side of the parking lot. However, the Resource Center would be a good place for tennis courts and shuffleboard courts. **Commissioner Connell** questioned why it would be

appropriate to put the recreational facilities there, but not Forward Paths. **Commissioner Berry** said she suggested the Teen Center because that was a sports arena already, and they also have basketball courts there.

Commissioner Connell pointed out that they were not talking about the Teen Center. They were just talking about the Resource Center.

Commissioner Pederson wanted to know how much the tennis court would cost. **CM Minner** said if they wanted him to specifically advocate for them, he would tell them what he thinks they should do, but that was not his place. So, when Commissioner Berry brought up

the Teen Center, he went straight to the Resource Center. So, his suggestion would be to put tennis and shuffleboard at the Resource Center, which would open up the Palmetto area for Forward Paths and pickleball. **Commissioner Connell** commented that was why he made the point, because we are saying the Resource Center is not safe for Forward Paths, but it is safe enough for a recreational sports center. That to him does not make sense. **Commissioner Berry** said she was talking about eighteen-year-olds who are not adults. **Commissioner Connell** pointed out that eighteen-year-olds are actually adults, so why don't we just give up half of the ski beach because we do not have any facilities down there. There are no recreational facilities there, so why not give them the back half of Ski Beach? **Commissioner Pederson** wanted to know how much the tennis courts are used. He was aware that the high schools said they needed four. **Mayor Reisman** stated First Academy and the high school use the courts. **Commissioner Berry** said she wanted to accommodate everyone. **Mayor Reisman** opened the floor to allow for public comments.

Rick Tallman of 655 Abdella Way, The Villages said he was there on behalf of the Leesburg Shuffleboard Club. There was a question about how much the tennis courts were used. They also asked about how much the shuffleboard courts were used and there was a comment made that said they were not used very much. However, those courts are played on twice a week, every week, all year long. In addition to that, there are tournaments and state tournaments that come to play there. We draw people from around the state. He was not sure if they were aware of the Florida Shuffleboard Association and Florida is the origination of shuffleboard as a competitive sport. The Florida Shuffleboard Association consists of seven districts and Leesburg is in the northern district. Currently, on their schedule are three state pro tournaments that will be held here at the Leesburg facility along with three regular northern district tournaments. There are a total of thirty-four FSA tournaments held in the northern district and twenty-two of those are played in Leesburg. They are not all held at the Leesburg Club because they also play at Hawthorne, Mid-Florida, and Holiday RV. When they look at all the recreational activities for youths, the city has some incredible facilities that have been put in and some that are being put in. He applauded the city for that because they are excellent. He agreed that the shuffleboard courts do not look that great because he drives past them, and it is disappointing because they have not been kept up. However, the shuffleboard members have been doing everything they can to beautify that area. They even went out and cleaned up that area after the hurricane, which they did all on their own. Over the years, they have not asked the city for much of anything, but he would encourage the commission not to forget about the seniors because they need recreational facilities too. How many things are out there for seniors to do? Most seniors do not play pickleball. They do play in The Villages, but if they ask orthopedic surgeons and doctors, most of their business comes from pickleball and softball players. They do not get many patients from shuffleboard. **Commissioner Pederson** wanted to know how many members they had. **Mr. Tallman** replied that they have about seventy members. There are a number of members who are state professionals and Hall of Famers. The members go all the way down to amateurs. **Commissioner Burry** wanted to clarify that he said he was from The Villages. **Mr. Tallman** answered yes. **Commissioner Burry** then said he must be located within one of the community development districts, and he wanted to know if they had shuffleboard courts there. **Mr. Tallman** responded yes; they have shuffleboard courts all over in The Villages. However, the problem with The Villages is that they do not build more than four shuffleboard courts in one location, so they cannot hold any state tournaments there because they have to have enough courts in order to play state tournaments. **Commissioner Burry** wanted to know if they built more than four pickleball at any one location, or did he know how that worked? **Mr. Tallman** responded no. They have four pickleball courts at each location and there may be a couple of tennis courts. The Villages do not build big complexes. That has been talked about a number of times and a number of villagers have approached them asking them to put more courts in so they could hold state tournaments there, but The Villages did not show any interest in doing that. **Commissioner Burry** wanted to know if there were a lot of members from The Villages who come to Leesburg. **Mr. Tallman** replied that there were quite a few of them that come. There are a number of Leesburg residents

and seasonal residents that live in the area who come during the winter months. **Mayor Reisman** asked if they had a member directory. **Mr. Tallman** answered yes. **Mayor Reisman** wanted to know if he would provide that to the city manager, so he could disseminate it to the commission. He hoped it would include the addresses of the members. **Mr. Tallman** responded yes.

Amanda McLea, president of the Rotary Club and Board Chair for the Center for the Arts, said they definitely have a task on their hands for both organizations. She sees the residents of Leesburg needing their lifestyle because we have a lot of older folks that are retired here, and they need places to do things. With Forward Paths, that is an organization that the City definitely needs to support. We already have pickleball courts at Pear Park, so can we put the tennis court at the Susan Street Complex or one of the other complexes? If we have all of these tournaments coming through town, that would be a good source of revenue for the City. She was pretty sure that the tournaments that come to Sleepy Hollow would have to pay for those facilities as well. She sees both sides of the coin, so she did not envy the commission's position, but as a person who works with young people and the elderly, the city has a responsibility to both. Forward Paths are doing great things, and they support them in their Rotary Club and, whether he is married to the president or not, she is doing great things and producing productive citizens for this community. Downtown is good because they would be able to get to places and access transportation since these kids do not have cars. She has firsthand knowledge of Leesburg High School and there are more homeless children in that high school than they realize. It is the responsibility of this commission to help that organization.

Bethany Burge-Bosbous of 1510 Park Drive said she was on the electric commission. She pointed out that she owns a business on Dixie Avenue. When she comes to work every day, she comes down Second Street, so she drives right by the pickleball and tennis courts to pull into her parking lot. She had no intention of speaking today, but she does see several people at least twice a week, and she has seen that for over four years. They are right, they do maintain those courts all by themselves. They are out there cleaning things up so they can get ready for their stuff, and she also sees the tennis courts being used. She is in her office sometimes until ten or eleven o'clock at night. Her husband will call and ask when she is coming home, and she thinks it is only nine o'clock at night, but it is ten or eleven o'clock at night and they are still playing tennis. So, those courts are being used, and yes, they do need to be fixed. She also thinks Forward Paths is great, but she does not think that is the right location for them. They are right next to Beacon and those kids do not need any more drama, and it would be right next to a bar. The Warehouse is right there. She drives a Harley, so she knows it is Harley people in the bars, so that is not really the best location for kids. She did not envy the commission's position, because there is a lot that needs to happen and if they could redo the courts, that would be great for the folks that come and play tennis, because they do need to be redone. They are in bad repair and the driveway to them is yucky. She did not think this was the right spot for Forward Paths.

Phyllis Sokol-Wood of 2537 Buttonwood Run, The Villages, said when they talked about the number of members, their membership has been dropping because of the quality of the courts. Right now, they are also at a low spot because the snowbirds are not here. When they are here there are a lot more members. She would say that they were between the eighty-to-ninety member mark for senior citizens that play there. It is not only senior citizens, because at the last meeting, her grandson got up and talked, and he is only fifteen years old. They have young people, middle-aged people, and seniors. They went out for bids, and they heard one of the bids was \$22,000 to do the resurfacing. If this is going to be an actual project, they want people to play, and they want it to be a facility that people come to. We not only need it resurfaced, we need shelter from the sun. There was a makeshift metal roof that had rusted, and it fell apart. It was only over eight courts. They need to be resurfaced, and they need a roof in order to make this a viable facility. When they host tournaments, they have upwards of one hundred people there. They use all twenty-four courts. They cannot be put in a facility that has six or eight courts because the whole

idea is that they are one of the main district shuffleboard courts in the northern district. They are one of the main ones that hold most of the tournaments.

Jacob Bonyng said he was the president of the board for the Forward Paths Foundation. Most of the youths in their program were born here, and they have lived here their whole life. They have been doing this for almost thirteen years now and the kids that graduate from this program stay here. Some have become police officers and some serve in the military. They become welders, mechanics and valuable members of the community. With the location, it was brought up that it would not be a good location, but in fact it is the perfect location, because of its proximity to schools and jobs. The kids that come here come with a backpack. They do not have cars or bicycles. They do not have the means to get to school and a lot of kids do go to high school. If this project was located by the Resource Center, it would be a food desert because there is nowhere for them to eat out there. There is nowhere for them to work out there and the whole point of this program is to teach them how to live independently. They have to have a job, and they have to be in school. They have to do both things to be in this program. There is already student housing all around the city because of Beacon College, and we are not looking at taking over the tennis courts. The site they were hoping to get and the original site they wanted was the top circle with the railroad, but due to restrictions with the railroad, it did not work out. They worked for over a year in hopes of using that site. However, the shuffleboard courts property is the perfect size to suit this community. Maybe the shuffleboard courts could be located somewhere else. Maybe those could be moved to the Resource Center. Honestly, he did not know if they needed that much acreage, but he was not an expert. He drove to that site and there is an old road that used to be between the shuffleboard courts and Dixie that had fallen into disrepair. It is empty acreage that is not being used.

Robert Alderman of 1113 Beach Street said he has been a citizen of Leesburg his entire life. He played at these tennis courts, and he believes this would be a bad location for the youths. However, he wanted to suggest another location that he saw vacant. It is the old Lee School site. He knows there will be villas there, but maybe there could be something done there with the youth. He was not sure, but he just wanted to make that suggestion. **Commissioner Pederson** said that it was privately owned, and it traded hands for over a million-dollar last time. **Mr. Alderman** wanted to know if Leesburg could talk to the owners to have that property considered? **Commissioner Burry** said that there was an approved apartment complex, but we are waiting for it to start. **Mr. Alderman** said he sees that but on the backside it is empty space. **Mayor Reisman** stated that development is using the entire property. **Mr. Alderman** commented that he just wanted to make a suggestion because that area was also close to the downtown, and it could also accommodate Forward Paths.

Sharon Wilde of 347 Hawthorne Boulevard said she moved to Leesburg two and a half years ago. She never knew what a shuffleboard court was until they bought a home in Hawthorne. They toured us and said these were world-class shuffleboard courts, and she said whoopy-doo. Since then, she has started playing, and it is an activity that seniors absolutely love. It has to be introduced, and it has to be brought back. People think pickleball is more exciting, but the older they get, the people who play pickleball now will not be able to play anymore, but now the city wants to take away the shuffleboard courts. So, where would they be moved to because they are active people, and they want to stay active? They do not want their courts taken away. They talked about moving the courts, but they could just resurface the courts and fix up the complex and that would only cost around \$30,000 to \$35,000. If they were to move the courts and put in new courts, that would cost over \$100,000 and that makes no sense. She loves the idea of having a big nice complex that would look great. It would be an added feature for people moving and coming to the City of Leesburg to see Venetian Gardens and a beautiful sports complex right across the street. It would be an added feature for the city and it would be a valued addition. Also, between Mid-Florida, Hawthorne, and the Leesburg courts, they bring in about fifteen hundred people each season between October and March. People come to play in tournaments. Those people buy food, gas, and they

visit the downtown area. They may even end up buying homes in the community. So, just because you drive by there and only see thirty or forty of us playing, you are not getting the big picture because shuffleboard courts also bring revenue into the area.

Denise Burry of 401 Sunnyside Drive, said she was the executive director for Forward Paths. They have worked and taken care of Lake County's homeless youths for the last twelve years, and they housed eleven of them. They hired a mental health counselor that works part-time, and they have a financial stability advisor and three full-time case managers. This past year, they had two young people enter the military, and they will be stationed in Japan. They both went to Leesburg High School. Eighteen of their youths completed either a GED or a youth program, which included an LPN and an associate's degree. They are proud of their youth and their successes. The reason they ended up building in Eustis was because the First United Methodist Church of Eustis donated two acres to them. It was a rough go at first and everybody wondered if that was the right location. However, she had been made aware that Eustis had nominated them for an award. Their hard work persevered, and the complex is beautiful. They have been successful in Eustis. They house twenty-four youths, and they work with the First United Methodist Church of Eustis, so they are coming to the city with a proven concept. Their youth are becoming assets to the community and they are filling jobs. Recently, at one of their lunches, she was being sarcastic and said they may want to be nice to their youth because they have put out quite a few CNAs, and they may be taking care of them one day. Then, a few weeks later her father-in-law entered the hospital and a younger girl asked him if he knew Ms. Denise and he told her that she was his daughter-in-law. She then told him that she was one of her youth. So, they do have skills, we build them, and when they are better, we are better. The statistics on these kids say they will become incarcerated, pregnant or die. They are trying to change that, but they need to have a place, plus they have been looking for the last ten years. This location came up very recently, and she was not quite expecting it. She went out and toured it. She looked at the surrounding area to see what was going on there. These kids have to be accessible to schools because about a third of these kids come from Leesburg. With all the kids that she works with, a third of them are from Leesburg. It is time that they address this. They are trying to do their very best, but we need the city to work with us. There has to be some negotiation, but they really need to build in this community and repeat what we did in Eustis. This is about priorities. They are talking about playing a sport, and she is talking about the lives of these kids. These kids come from homes where their parents are deceased, and they are aging out of foster care. She asked if anyone has ever thought about what it is like to try and rent something when there is no affordable housing in Lake County? How do you buy a car, get a job, or even get clothes?

Lauren Ritchie, a board member of Forward Paths, said she wanted to ask a question. She did not think this was an either-or situation, but that is how it is playing out here. She did not think that if they ended up in that spot that the shuffleboard people would be thrown out of Leesburg totally. **Mayor Reisman** stated that would be a decision that the commission would have to make and that is why they were having these discussions. **Ms. Ritchie** wanted to know if there was a chance that they could lose all their courts. **Mayor Reisman** said yes, there is a chance, but obviously they do not want to see that happen. **Ms. Ritchie** encouraged the commission to keep the shuffleboard courts for them, just not at this location. They are not saying this is not an appropriate spot for them, but it is more appropriate for the lives of young people. This is an excellent spot for this development. It is close to everything and these kids are required to have jobs. That is not an option and they do not have transportation. They would be closer to businesses because they have to have a job. When she says it is not appropriate, that is a code word. It is a code word for they do not want homeless young people where the rest of our folks can see them. The case is, when we give them a home, they are not homeless. However, there are rules to be followed and they have to follow them. The police are not out there every two minutes in Eustis, and she does not see that happening in Leesburg either. These are citizens who have been dealt the worst, the absolute worst hand of cards you can imagine. When it comes to deciding who gets to use a piece of

property, respectfully, it is important for seniors to have a place, but comparing this to a game, these kids are sleeping in the back of their cars. They have pregnant girls who come to them because they are sleeping in the backseat of their cars. If she had to make a choice, she can tell you where her choice would land. She asked that everyone go to Eustis to see what they were doing there. She would personally take them through, and show them around.

Deborah Lizden of 176 South Lake Drive in Mid-Florida Lakes said this was more than a game. There are people that have lost their husbands and wives. This is where they go for community. We all take care of each other, so it is way more than just a game. She found that comment very offensive, and she could not believe that was what they actually thought. No one wants these kids on the streets. They want all the kids helped. However, they do not want to be the disposable community to make that happen. They worked all their lives and they paid their taxes. Some of the members were in the service, and some were police officers, so they have done it all. This is where they want to go to enjoy the final part of their lives. They feel for these kids, but they are getting tired of being disposable people. She hoped that they would look for another place to put these kids because they do care about them. Again, this is more than just a game for these people; this is their life. Just keep that in mind. **Mayor Reisman** said that no one was implying that they were disposable people.

Steve Clark of 109 South Lake Drive, Leesburg, said he moved to Florida three years ago and a lot of that was due to his CLPD and because it had worsened to the point where kayaking, rock climbing and everything else that he loved was no longer a possibility. So, as you can imagine, depression crept in until he found shuffleboard. This is an awesome sport. In the last three years, he has gone from an amateur to this year, he is starting as a pro. He is also a certified director for tournaments. One thing that the commission does not know about which they need to know in order to make an informed decision about what to do with the courts and how they can relocate or build somewhere else, is the district and the FSA require that they host tournaments and their Leesburg Club is a pro-heavy club. They have international champions, Hall of Famers, red jackets, white jackets, and some of the best players in the world. In order to host tournaments, they have to have sixteen playable courts and right now they have twenty-four courts. He was not saying they wanted to get rid of the courts, but there cannot be any less than sixteen courts to host a pro tournament in Florida. Amateur clubs can have twelve playable courts. They were quoted a number by a licensed contractor, and they said it would cost \$250,000 easily to build a shuffleboard complex to today's codes. What they have out there off Palmetto Street was not built to any kind of code. It would cost a lot more to build them back than it would to just repair, resurface, and fix them. However, please keep in mind that they need at least sixteen courts to be able to do anything or their tournament days are over and that would be a crying shame. He loves this sport, and he could not be more supportive of Forward Paths as an educator because those kids do need some help. He was hoping that they could both coexist and find a solution so that everyone involved is taken care of.

Alan Donsfield of 3409 Nursery Place, The Villages thanked Commissioner Connell for his support. He greatly appreciated that. He was the Hall of Famer that they had been talking about and, while sitting in the crowd, he noticed there was some chuckling and all going on because people did not understand what this game was all about. He spent five to six days a week between ten and twelve years practicing to become the number one player in the world. He has played all over the State of Florida, North Carolina, and other states, so this is not a joke for him. This is a very serious game, and they take it very seriously. One day, the younger generation will grow older too, and they will be looking for something to do, and it may be shuffleboard. They are not going to be playing softball, football or pickleball because they will be wearing knee braces. Physical therapists love people who play those sports because they will be returning customers. They have players that come down from Canada and those people are all Hall of Famers, so they take the game very seriously too. Betmar and Zephyrhills are fully enclosed facilities, and he calls those facilities the Taj Mahal of the game, because they are fully enclosed with twenty-four courts. They

take care of their people and the Zephyrhills facility is owned by the membership. The members own all the property, so they take care of that facility themselves. The Hall of Fame is in Sebring for the FSA Hall of Fame. The National Hall of Fame is in Clearwater, and it has fifty-two courts and twenty-six of the courts are fully enclosed. They could go on and carry on and talk about the same things over and over again, but until they have actually gone out there and played the game they will not understand that this is more than just shoving a disc down a court. There is more strategy in this game than anything he has ever been involved in. He has been involved with competitive shooting, and he received invitations to try out for the United States shooting team where he would skeet shoot. He has played a lot of baseball and golf. He played at very high levels. However, this game requires strategy and a lot of thinking. You have to be able to use your head because it is a thinking game first.

Patrick Thomas of 5020 Griffin View Drive said he was a board member at Forward Paths. He sat for many years in the city manager's seat, so he was used to juggling the needs of the community and all the needs were worthwhile. As Mr. Minner pointed out almost all of them can potentially be accumulated with good design in this area of property. However, there was one need that he was most concerned about. An interesting piece of information that they may not have been aware of as they figure out how to meet the space needs that are there, which was mentioned, is that the high school needs those tennis courts. However, the high school has over three acres of perfectly empty property across from the nursing home at the rear of their property. It seemed to him that if that need needed to be met, that would be a great opportunity for the school board to furnish the land, and they could partner with the city for the construction of the courts. Fortunately, Forward Paths would not cost the city a penny. It seems that high-quality facilities in the other three categories can be constructed for the amount of money they are looking at.

Mayor Reisman asked if there were any further public comments. There were none. He closed public comments. He then said between the discussion and public comments, the city manager had some homework to do. **Commissioner Connell** questioned the directions to do what? **Mayor Reisman** responded that it would be budget numbers and things like that. **Commissioner Connell** said there was a budget amount of \$1 million. **Mayor Reisman** stated that we do not know what the refurbishment costs would be or anything like that. **Commissioner Connell** wanted to know if that was the direction that they were going to go in. **Mayor Reisman** pointed out that was why they were having the discussion. **Commissioner Burry** wanted to make a motion that they do a quitclaim deed on that property. **CM Minner** pointed out that he could not make a motion because this was a workshop meeting. However, he could make a direction. **Commissioner Connell** stated if we were making motions, then he would not be done speaking. There were several statements made saying that this was a choice between the shuffleboard and housing youth. He did not see it that way. This is a recreational complex, and the shuffleboard court has been there since the 1970s. This is not a new concept, nor is it a raw piece of property. We are trying to make a decision whether to put shuffleboard courts on it or mini-houses. That is not the choice here. It is not raw property because it has been shuffleboard courts since the 1970s. He does not see a choice between choosing a game over life safety or what have you, because that is not the case and that was overplayed. Several things that came up were that it sounded like if there were some improvements to the courts, there are some real possibilities to have host tournaments here. He has sat here for years and had disagreements with the commission on spending money on recreational stuff, but the concept was and the consensus of the commission has been that it was money well spent on recreation because we are bringing people to the city, and therefore, they are going to be spending money. Well, that was the whole argument made with Susan Street. We are putting \$11 million into Susan Street, and he would assure you that 95% of the people that will be using that major complex at Susan Street will not be residents of Leesburg. We are bringing them to Leesburg and that was the whole concept. Well, this is the same deal. He heard that most people who use them are not from Leesburg. Well, isn't that what we want? Isn't that what we have heard from this commission for years? That these

recreational complexes are used as a motivator to bring people to the city to visit our restaurants, gas stations, convenience stores, hotels, what have you. With some money spent back in, we could be hosting major shuffleboard tournaments here. It brings people to the city. The program is great, just not at this location. It is not a choice between shuffleboard or Forward Paths because the shuffleboards have been there for fifty years. It is not just a piece of property that we are deciding or flipping a coin on whether to put shuffleboard courts here or a housing complex. The shuffleboard courts are already there.

Commissioner Pederson said that Forward Paths has been looking for a home for ten years and if this is the site, he would give it serious consideration. As far as shuffleboard, the compromise may be that we build a smaller amount somewhere. Maybe we do not have enough courts for tournaments, but we would have enough for people to enjoy the sport. He heard about some of the other facilities, and he was not sure if we could compete with some of those, but that may be the compromise. We provide shuffleboard courts, but do not provide enough for tournaments. **Mayor Reisman** asked if there were any other comments? **Commissioner Burry** said he would like to see the city deed the property to Forward Paths. He would like to see that facility built there. He wanted to remind everybody that they talk about people attending our downtown, coming to our downtown. When the shuffleboard courts are used, they are used from 6:30 o'clock in the morning till about 8 or 10 o'clock. He wanted to know if anything lasts into the evening? **Someone from the audience** stated they also play in the evenings. **Commissioner Burry** said he does not see people there after 10:00 in the morning. So, we are looking at a facility that brings people in from six to ten in the morning. How does that benefit the downtown? **Some people in the audience** disagreed with that comment and **Mayor Reisman** pointed out that they were under-commission comments, so there would be no public comments at that time. **Commissioner Burry** said the kids would be living there. They will be going to the downtown, and we are talking about twenty people that could be employed downtown that could be spending money downtown every day. The point was that they use it twice a week. They have seventy people twice a week coming to Leesburg. That is what was said. He was just using their numbers, seventy people twice a week versus twenty people every day. Just do the math. **Commissioner Connell** said he did not know this was a dollar and cent question, because that facility has been there forever. Would we be having this discussion if they wanted us to abandon and lose two ballfields at Sleepy Hollow because they decided that was the location they wanted? Well, no, we would not. So, why are we having the conversation here just because this is the location they said they wanted? We already have a use for this location, and it has been that way since the 1970s. He does not know why we are discussing this just because they deemed this was the location that they have to have that we have to completely change gears for something that has been going on for fifty years at this location. He could not believe that they were actually having this conversation and that it had gone on this long. They need to find a different location, and he will support it, just not here.

Commissioner Pederson said that Commissioner Burry could not make a motion tonight, but he can on Monday if he chooses at the normal city commission meeting. **Commissioner Berry** wanted to know what the time constraints were for Forward Paths having a location and things? **Commissioner Burry** said there was no time constraint. Currently, Forward Paths has about forty kids in housing. In Eustis, they have twenty properties that they own, and they have twenty some odd kids in rental properties in the Leesburg area. The quicker they find a home, the faster they can begin spending, and realizing equity instead of paying rent. **Commissioner Berry** wanted to know what the timeframe was if they were to resurface the courts because that was just presented two meetings ago. Is there a timeframe for that? The point she was trying to get to is that we are not in a place tonight to do anything, because they need to think this through. She did not know what else to suggest, but Commissioner Burry did have some direction he wanted to go in. We heard both sides. We heard the opinions of everyone and their importance. We waited and everyone stated what they felt was important, including herself. She did not discredit the sports and the enthusiasm of the players. However, we do need to come to a decision, but we will not do it tonight. **Commissioner Connell** asked about the zoning for this piece of property. **CM Minner** replied that he believed it was downtown, the central business district. **Commissioner Connell** wanted to confirm that it went out that far. **CM Minner** said he thinks so, but that was off the

top of his head so it would accommodate anything we were talking about. **Commissioner Pederson** said if not, it would be a public facility code because there is a code for city property, which he thinks was PF. **Commissioner Connell** said it would be utility or public. **Commissioner Pederson** said yes, it was a public facility because it is PF. **Commissioner Burry** stated that under his commission comments on Monday he would make his request. **Commissioner Pederson** wanted to know if it had to be put on the agenda, or could he make a motion under public comments? **CM Minner** stated that each commissioner has petitioned him one time or another to put something on the agenda, whether it be a resolution or a question. Commissioner Connell spoke to him directly without going to the commission and asked him to put a moratorium on the agenda. If Commissioner Burry wanted to get with him to put a quitclaim deed on the agenda, he would do that. He would say if Commissioner Burry saw him outside in the hall and asked him to put a quitclaim deed on the agenda for Monday, he would tell him it would not happen because he did not have the time. It is maybe a little bit of a gray line, and he does play pretty loosely with the commission on taking a singular direction. When they ask for something that they need done, and if it is within his authority, he gets it done. If it is something that needs collective decision-making individually, he has asked him to put it on the agenda he does. It seems that Commissioner Burry is going to be asking the commission to consider a quitclaim deed sooner rather than later. So, it is imminent and the timeframe for getting the budget together is that we have the rest of July and into August and the pieces will come together. He would gather some more budget numbers and if they were to ask or give directions for him to come up with some concepts, he would do that. **Commissioner Pederson** said he may have misunderstood the question because he was just curious if it had to go on the agenda or if he had the right to bring it up in roll call. **CM Minner** stated that everyone knows where Commissioner Burry is angling, and he answered that pretty directly, and he could bring it up under roll call. **Mayor Reisman** stated that he appreciated all the dialogue and, even though we might not always agree, we all have the best interests of the city at heart. The next city commission meeting will be held on Monday, July 28th at 5:30.

3. **ADJOURN:**

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

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

With a motion by Commissioner Pederson and a second by Commissioner Berry, the meeting adjourned at 8:16 p.m.

**AGENDA MINUTES
BUDGET WORKSHOP #3 - FY 26
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
TUESDAY, JULY 15, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a budget workshop meeting on Tuesday, July 15, 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, Budget Director (BD) Brandy McDaniel, 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. FY 2025-26 Budget Workshop Presentation

CM Minner informed the commission that the budget director would be handling tonight's presentation. **BD McDaniel** stated tonight they would go over water, wastewater, solid waste, stormwater, airport, the pension funds and the internal service funds, which are health insurance, workers' compensation, and fleet.

ENTERPRISE FUNDS

Water:

Referring to the slides, she said that right now we are projecting \$14.7 million and the required reserve is around \$3.8 million. We also have current projects of about \$4.6 million that are in the budget now. Then next year we will try to use \$1.8 million. We are also projecting a 10% rate increase for FY 26 to cover aging infrastructure and treatment costs because those have continued to just go up. She then showed the current water rate along with the proposed water rate, which is a 10% increase. Referring to a chart, she said even with the increase that only drops us a couple of spots compared to other cities. Referring to the averages, we will still be a lot lower than the average. There was a rate study done in 2014, and she could

not say when the last time was that we increased water and wastewater rates, which is why we are proposing both. The rate study that was done in 2014 was not implemented, and we left the rates alone. So, it has been a really long time since we have done a full-blown rate study, and now we feel like we need to increase them, plus we would still be one of the lowest in the area. Looking at the revenues. We are a little bit up from last year, and we are using some fund balance that she talked about, the \$1.8 million, which would come from cash, which then affects the cash graph. Water expenses are up a little bit and a lot of that is due to capital projects, because it is going from \$375,000 to \$3.8 million. The rest of the expenses are pretty much the same. The current capital projects going on right now are the Turnpike Widening Relocation, which is a 90% design. On the Stock Subdivision Design, they are currently working with the engineer. Troon Creek 2 is a developer-contributed project, so they will put the infrastructure in, and then we will pay them for that. With the Elevated Tank Inspection, they have done the tanks at Main, and they are currently working on the ones at the mall. Then the Main Water Treatment Plant generator is here just in time for hurricane season, and they are hooking it up now.

Mayor Reisman asked about the Stock Subdivision. **BD McDaniel** answered they needed to move the lines from the back to the front because there were a lot of lines in the back, and they wanted them moved to the front. So, there are a lot of old lines there and there is low fire flow, so they are worried about some of the water flow there. **Commissioner Berry** wanted to verify that the Main WTP Generator was going in at the Main Water Treatment Plant. **BD McDaniel** agreed and said that they are getting a new generator there. She continued to say that for FY 26 we will continue down US 27 with the southern infrastructure of the water main on Highway 27, which is being upgraded for \$2 million. On Bentley Road, we will replace a 12-inch main, because those are old lines that we are replacing. In the Stock subdivision, we will come in and do the design, then do construction next year. Then they have the normal stuff that they do every year. She asked if there were any further questions about water. **Commissioner Pederson** stated he did not want to get bogged down on this, but it did seem like a pretty big hit with the Turnpike requiring us to move it at the cost of \$3.8 million, but there really are no other options there. **CM Minner** agreed. There are no other options. That is required by the state, as the state is putting in those new ingress/egress ramps and widening the turnpike. They are requiring us to move the facilities. In fact, they are working with us by moving some stuff around to lower the financial burden, but we have to move the utilities out of their way and this will impact gas, water, and sewer. **Commissioner Pederson** remarked that it had been said before, but when he saw that big number he had to question it a little bit. **BD McDaniel** asked if there were any other questions about water. There were none.

Wastewater:

With wastewater, we are upgrading the Turnpike plant, so we had a lot of money, but we are now starting to dwindle that money down. We have a required reserve of \$4.5 million, and we have \$9.3 million in current projects. We also have the SAHFI funds, which are \$20 million that the city has been awarded, and this chart does not reflect that, because we are still waiting because that was money left over from the hurricane relief funds. We have not put that into the budget because we are waiting for a list of projects, but we will get those added in. This fund also proposes a 10% increase for FY 26. We are seeing the same thing here because rates have not increased in many years. Again, even at the current rate, we will still be one of the lowest in the area and even with the 10% increase, we do not even move. Again, in this fund we have a lot of aging infrastructure and operating costs. With the wastewater revenues, just to clarify, licenses and permits are impact fees, and we have gotten into the habit of budgeting impact fees. She does not like to budget impact fees because we have to turn around and give them back to the developer. So, in FY 26, we did not budget any impact fees. We do get them in, but it is not like we can turn around and use them for anything. We decided to stop budgeting them and that is why they are seeing that reduction. Under Miscellaneous Revenues, it was important to note that we have \$1.4 million. That is interest money that we have received, but our cash is going down, so we will not have as much interest coming in. That is why there is a decrease in miscellaneous revenue. With Wastewater Expenses,

it is pretty much the same because there really is no change to capital projects, and they are pretty much in line. One thing they will notice in both water and wastewater is the contract services that were in their collections and distribution have now been moved to other areas because they are now in-house for meter reading. They will see some of that shifting around, and they included notes in the proposed budget books on that, so that made some of the divisions move around a little bit. Under Current Capital Projects. With the Venetian Isle system upgrade, we are 70% done, and it should be done in October 2025. The Turnpike is widening again, just like water. It is 90% design, and we have another \$1.5 million there. With the Turnpike Plant Expansion, they are saying it should be done by October 2025, and we do expect some savings on this of around \$2 million, but we will not know until we have completed the project. Those projects will then affect the cash, because we have to pull those projects out of there. On Capital Projects, there is not much there, because we are planning to add that \$20 million from the supplemental Hurricane Fiona and Ian funding that we were awarded. Right now, they are working with Dewberry to get a list of projects, which would be to upgrade the Canal Plant and the North Sewer System to include the lift stations. Those are some of the projects that they are having Dewberry look at. Once she is provided that list of projects, she will put them in, but right now that is why they are not seeing a lot of capital projects. **Commissioner Pederson** questioned if she felt good about the \$20 million? **BD McDaniel** stated that we have been awarded that money. **CM Minner** added that they are working with the state on different things and where we will spend them. The first one is getting back with the engineer to come up with concepts. We do see most of it going into improvements at the Canal Plant and other infrastructure changeouts. **BD McDaniel** asked if there were any other questions. There were none.

Solid Waste:

The solid waste cash is down, but that is because of Hurricane Milton, and we are awaiting \$750,000 for Hurricane Milton, which will bring this back up. The reserve on this is \$1.4 million, so we are right there. However, when that money comes back in, it will put the cash back up. We are currently waiting for the controller to sign off on some of the FEMA funds. We are at the last step, and we are just waiting to receive that payment from them. Once we receive it, it will help this fund out. **Mayor Reisman** wanted to know if they could anticipate when we would receive those funds. **BD McDaniel** responded that it should be any day. She is hoping it will be any day, because we have been hounding them, and they keep telling us that everyone is in the same boat, but she was hoping in the next month we would have them. With the Solid Waste Rates, they are proposed to go up by 5% for FY 26. Again, she showed that Leesburg is still at the bottom with our rates compared to others in our area. It is due to increased personnel costs, tipping fees have gone up and increased operating costs, so that is why we are proposing this increase. On the Solid Waste Revenues, the chart shows differently than the proposed budget book because we went back, and added in the \$20,000 for the arts civic funding, which is paid out of solid waste. That is why this changed a little bit, and she did not want the commission wondering why the numbers were different. She showed a chart of the Solid Waste Expenses, and they can see where the commercial went up and that reflects the landfill tipping costs, which is a big increase. Then, with the Civic Funding, that was also adjusted to show that the Art Festival is getting \$20,000 more than they did the year before. She asked if there were any questions about this fund. **Mayor Reisman** said he knows that we talked about the cemeteries, but is there any way of getting preliminary numbers before the budget is signed off on October 1st? **CM Minner** wanted to clarify if he was referring to the city managing it? **Mayor Reisman** responded yes and/or if the contractor manages it. **CM Minner** answered that he would get one. **Mayor Reisman** said that fund could cover a couple of full-time employees. **Commissioner Berry** pointed out that they handle both cemeteries in Leesburg.

Stormwater:

BD McDaniel showed the cash graph for Stormwater. The reserve is \$507,000, so as they can see, we have quite a bit of money out there. One thing to note is that we do need to update the stormwater master

plan, which will help drive upcoming projects. That will also help us identify more projects that we could do. The revenues are adjusted because we did put the Berry Park Stormwater Improvements in for \$150,000. It was using more of the cash to do that project and that was the change to make that work.

Commissioner Berry asked if that would include the other area reservoir where it flooded off Talladega?

CM Minner responded yes. **Commissioner Berry** said she just wanted to confirm that was all connected. With the Stormwater Expenses, they can see where they were adjusted from the books because capital projects went up by \$150,000 to allow for that project. **BD McDaniel** showed the list of the projects that they were proposing, which included the Berry Park Improvements. It is a simple plan, but they were hoping to update the master plan so they could figure out where we would go next.

Airport:

Continuing, the Airport Fund has a lot of cash. With the airport fund from October 2024 to October 2025 reflects the Blurock sale of \$2.6 million. So, the cash is growing, and the reserve is only \$370,000. It is important to note about the airport revenues, that the intergovernmental are grants, and that increase shows that we are doing more projects, which is why we will have more grant revenues and that is what the increase is. Other than that, this fund remains relatively the same. Moving to their expenses, we can note that the reserve went up, so we are planning to put more money away compared to the year before. Referring to the Capital Projects slide, she showed the projects that they were currently working on, and the Corporate Hangar Construction is going out to bid next month. The Fuel Farm will go to DRC next month, and we have approved grants for both of these projects. The Veterans Road Infrastructure Construction is out to bid, and it should be back at the end of the month. Then, with the Taxiway Delta, A1, A2 and A3 Construction, they are waiting for the grant, and then they already have the contractor selected, so that project should move forward. However, there are a lot of current projects going on right now, and a lot of the projects are funded through grants. Under Capital Projects for 2025-26, they have land acquisitions at \$500,000. That is there, so if anything were to come along, the airport manager could get it. Then we have a roof replacement for the Sun Air Aviation Flight School, and we have other improvements that include the Wildlife Fence and the Taxiway Rehab Engineering that were also in the current year's budget. **Commissioner Burry** questioned the land acquisitions. What are we talking about there? **Airport Manager (AM) Tracey Dean** replied that this line item may just move on down the road. However, the thought was for the condo association, which are private units. So, if there was an opportunity, and if there was an opportunity to develop and get a curb cut off from US Highway 441 on the south side of Runway 13, because there are a couple of private landowners there that have marketed their property in the past. She did not know if they were still currently on the market, but they were really ridiculously high. However, if they were to come down, it borders right there, so that would be a benefit. **Commissioner Burry** wanted to know if they would still have to exit on US 441 and come down. **AM Dean** said there would be a third entrance to the property near Runway 13. If they were to ever develop that side of the runway, they would not be able to utilize Airport View to cross over the safety area with vehicles. **BD McDaniel** asked if there were any further questions about the airport. There were none.

PENSION TRUST FUNDS

Continuing, **BD McDaniel** said all three pension funds are very well funded. The police pension funding ratio is 84.1%, the fire pension fund is at 85.2%, and the general employees' pension fund is at 98.1%. All three funds are very highly funded. With the police pension, it is important to note that the contribution did go up. When the actuary did the report, we were told we needed 14.81% but the changes that were approved at last night's city commission meeting changed the percentage to 21.97%, which was changing the multiplier and adding some of the drop benefits. That is why we see the employer contribution going up. The increase for the employer is \$560,871. That is the increase that they will see there. She provided a slide that showed where we have been and where we are at for the dollars that we put into the plan. With the police pension expenses, those are really a budget for her and anything under the reserve helps the plan and the actuary plans on that. So, it is pretty much for her so she can have a

budget to pay the bills and stuff like that.

The fire pension decreased from 42.67% to 41.26%, and we are working through that percentage because it seems high to them, so they have scheduled some meetings with the actuary because we think they may be calculating it differently than what we would like. So, we will work through some of that. She believed that percentage was a little high, and it may not be accurate, but we are working through that. However, regardless, the dollar amount is \$1.3 million, which is what the city would have to contribute. We did increase it by \$132,763 to add some of the benefits that were approved, like the one hundred hours of overtime and the drop benefit. They were trying to add some extra because we know that will be a hit to the budget next year. It is important to note that the members' contributions are going up because it went from six and a half to seven and a half and that is why the employee contributions went up. She showed the slide covering expenses and asked if there were any questions about the fire pension? There were none.

With the general employees' pension, this is the fund that we were over-funding from 2023 through 2025. This year it dropped to the \$224,000 contribution that we had to make. We felt this was the year when we could say, okay, we could take some of that money and do something else with the 401 program, which is why we dropped this contribution to \$250,000, because it is only required to be \$224, and then we would do an up to 3% match for the employees. So that was how we got that money. It was by reducing this contribution. That is why you see the employer contribution going down, and it is 98.1% funded. We do not see that being an issue. By freezing the fund back when they did, they can see what it did. There are about one hundred active employees and there are about six hundred people in total that have a benefit there. She also showed a slide of the expenses for the general employees' pension fund.

INTERNAL SERVICE FUNDS

With the health insurance, she showed the cash graph. Health insurance is continuing to be a struggle. We currently have a reserve of \$1.6 million. So, right now we are a little bit below the reserve. However, one thing about this fund is that the city contributes what they are going to contribute regardless of the employees. So, we build in rates, but if the city says you are going to contribute, we budgeted to contribute \$2.2 million, we are going to give \$2.2 million. The graph she provided did not fully reflect that contribution at the end of the year, which she still has to do to true that up, because we let the payroll go, and then we will true it up at the end of the year. We are constantly watching this, and they can see the health insurance revenue. The employee contribution is very steady, and the employer is not much different. It is pretty much right around the same amount of money. The retiree contribution has gone down a little bit, but that is because the retirees that are on insurance have gone way down. On October 1, 2021, we made a change, and we had about eighty people then, and now we are down to thirty-three retirees that are on the plan. So that change made a lot of people get off the plan, and they found another avenue for their insurance, and that is why they see some of the contributions going down for the retirees.

With health insurance claims, we just received the claims yesterday for June and they were up. It was over \$900,000. Referring to a slide, she showed the spike for June, which was \$929,000. They are constantly monitoring this because every month when it comes in, we look at it to figure out the best plan that we can. The human resource director has been trying to come up with ideas, but there really is not much right now, and we are watching the stop loss, so we do not have to pay over a certain amount. However, there are a lot of claims right now and they are very expensive. We are constantly watching it. If they remember last year, we had to true it up with some general fund money. If we have to do it again this year, maybe we should use the various funds that the employees are in and allocate them out, because those funds do have cash. However, we may have to shore up the subfund at the end of the year.

Right now, we are unsure that we have enough budget for the claims. We are not proposing rate changes for any of the health insurance rates. **Commissioner Berry** asked if this was due to more people getting sick or is it more serious illnesses that we have to cover. **CM Minner** responded that it was the latter. We have recently received a lot of claims, and we have had a good handful of claims that are substantial payments. He could not underscore enough what a great benefit this is for the employees. We have had a number of high claims, and we funded them with cash. He does not think we have changed the employee contribution since 2022. It has been a great benefit, and we have been very cautious about increasing the cost of employees while we continue to cover the rising medical costs. Each year we keep saying we will come back waiting for a good year and that year has to be coming around.

Commissioner Berry wanted to know if this has been since covid? **CM Minner** responded no. The claims are HIPAA stuff, and we do have that information, but we cannot share it. However, they are catastrophic medical things not related to covid.

Continuing, **BD McDaniel** said the health insurance revenues for the employees are up a little bit. The employer contribution is up from \$5.4 to \$5.7 million and at the end of the year we will pull over \$5.7 million and give it to the fund because we will always make it whole. The retirees went down from \$518,620 to \$456,576.

Moving on to health insurance expenses. Blue Cross Blue Shield are the claims, and that is the health insurance number. The Wellness Clinic is up a little bit, but we are adding physical therapy, which the physical therapist started this week. That is an additional service that was approved this year. It has just taken a long time to get someone in there. That is another service to try to help people get some physical therapy. They are also going to do annual physicals for the police and fire, so we will not have to pay someone else to do that. When new employees come in for police and fire, they will be able to go over there, and we will not have to contract that out. We will see how that works, but they are starting this week, which is the increase for the Wellness Clinic. She asked if there were any questions about health insurance. There were none.

The workers' compensation fund does have quite a bit of money. If they remember, back in 2021, we upped the rates because we were struggling because we had negative cash. At that time, we doubled the pay in rates for all the various funds, and we left those rates doubled because it has now allowed us to pull some of that for the health insurance costs. In this budget, we are proposing to transfer \$474,000 over to the health insurance fund. That is why she does not want to use those funds this year if we have to shore them up. She would wait and maybe use other cash that we have and use these funds next year. She showed a chart/graph of some of the claims that the city has, and they are not too bad. June did look a little bad, but that was just one thing we had. With the workers' compensation revenues, those look pretty much the same. Under the workers' compensation expenses they will see the transfer of \$474,320 to the health insurance fund. She asked if there were any questions about workers' compensation. There were none.

Fleet Services:

Police (4) Vehicles	\$272,000
Fire Ladder Truck (2-3 Years before Payment)	\$1,500,000
Water (1) Truck	\$48,000
Wastewater (2) Trucks	\$136,000
Solid Waste (1 Commercial Truck, 1 Claw Truck)	\$290,000
Stormwater (1 Dump Truck)	\$175,000
Public Works (3 Trucks)	\$147,000

Recreation (1 Truck)

\$48,000

Fleet vehicles keep getting more expensive. A couple of years ago, we increased the lease rates to 100%, and we still have them at 100% for this year. Every fund will have to pay 100% of the rate that we have established in order to get their vehicles replaced. The reserve on this fund is \$829,000. She showed a slide that covered the revenues, and we are using \$520,112 of that cash. However, one thing about that is that we are planning to buy a ladder truck. With the expenses, they can see that capital projects are up and that is all due to the ladder truck, but everything else looks about the same. We do not have a reserve because we are using everything we have to get that ladder truck. The ladder truck does take time to get, so we will not make that payment for two to three years, which is why we are okay with the \$1.5 million purchase, because that cash will grow. We do have the money now, but it could possibly be three years before we make that payment. They are looking to replace their 2003 ladder truck. **Commissioner Berry** wanted to know what happened to the old truck. **BD McDaniel** explained that it would be auctioned off. **CM Minner** added that Chief Mera said it was worth \$80,000. We bought it for \$1,000,000, and we have had it for twenty years, and we will get \$80,000 out of it. **Commissioner Berry** asked if they use it for parts for trucks? **CM Minner** replied that they sell them internationally to places like Central America. **Commissioner Berry** wanted to know if that was the average for keeping a truck? **CM Minner** responded that if she were to ask the fire chief, that answer would be no. He would say ten to fifteen years. If she were to ask the city manager, that answer would be yes, because he would say between thirty and fifty years. So, if they were to balance out his answer with the fire chief's answer, it would come out to about twenty years. **BD McDaniel** stated unless there were any questions. That completes the presentation. **Mayor Reisman** asked if there were any further questions. There were none.

CM Minner thanked the budget director, the department heads, and the team for putting together the budget. We do a lot of work before it gets to the commission. We minimize some of the crazy decisions and keep them going and that is one of the best things we do in the organization is manage the funds. **Mayor Reisman** reiterated that because the budget director did a phenomenal job along with the city manager and all department heads, and it was a very smooth budget process. **BD McDaniel** informed the commission that they did not have to hold another workshop on Thursday because that meeting was only if necessary. **Commissioner Pederson** thanked the budget director for doing a great job. This is a good budget, and it makes their job a lot easier. It is great to see the city in such great financial shape all the way around. **Commissioner Berry** stated that she liked doing the highlights instead of going through each page and section. It really helped to see the bigger picture. **Mayor Reisman** added that he liked the detailed explanation at the end of each budget because it explained the increases, which alleviated some of the questions they may have otherwise had to ask. **Commissioner Berry** asked if there were any questions or concerns before October 1st. Do we have to come back as a commission, or can we just submit the questions individually? **CM Minner** answered that if they had any questions or concerns, they could submit them to him verbally, by text or in writing, and he would bring them back to the group if he could not answer them. Also, remember when we talked about the general fund, we stated we would bring back pieces of that budget to you from now until we have the budget hearings in September. So, first up will be the resolution for the rate modification and, actually, at last night's regular meeting they did three things. They did the DR-420 on taxes, and they approved the two CBAs, which were two significant actions that involved the general fund. The retirement staff that we did and the changes to the PBA and the IAFF require ordinances to change the pension formulas. The modifications we will do for the general employees on defined contribution plans will also require resolution, so those will be coming to the commission separately. We will also bring a rate resolution that modifies all the rates as discussed. Those will all come to you sometime in August, because that is the goal. There is a chance to negotiate, stop or discuss further some of the big issues, and we will check back in with the commission periodically because we still have the \$425,000 and the tax question to talk about in the general fund. **Mayor Reisman** wanted to verify that the impact fees would also come up during that time frame. **CM**

Minner replied yes. The impact fees are separate and apart from the budget, but on that note, he would anticipate that they are ready, and they should come before the commission at the first meeting in August. There was also a change this year that was caught very late, like a couple of weeks ago. The city attorney spoke with him and the extraordinary circumstances measure to increase the impact fees was modified by the state legislature during this year's session, which was a very quiet change. So, we were gearing up to do the extraordinary circumstances change the impact fees, which were two public reviews and then the public hearings, and then the supermajority vote was needed to increase beyond 50%. So, we were angling to go from about \$2,800 to about \$4,080 on sewer, so that news is a bit of a wrench in the plan, and they have to reevaluate that. Long story short, we will be bringing that to the commission shortly. It will probably be the August timeframe, the impact fee concepts and where we need to go with that. **Mayor Reisman** asked if there were any further questions. There were none.

3. ADJOURN:

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

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

With a motion by Commissioner Burry and a second by Commissioner Pederson, the meeting adjourned at 6:05 p.m.

**AGENDA MINUTES
UTILITY IMPACT FEES
WORKSHOP #1
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 11, 2025 5:00 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a workshop meeting on utility impact fees on Monday, August 11, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:00 p.m. with the following members present:

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

Commissioner Jay Connell was absent. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, Deputy City Clerk (DCC) Anna Rottermond, 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. PRESENTATION:

A. Water and Wastewater Utility Fee Increase Presentation

Public Works Director (PWD), Cliff Kelsey, said at the last meeting there was a presentation provided by Shawn Ocasio from Raftelis 1, who was one of the contractors that handled the impact fee study. He was there to provide a quick review of the impact fee presentation that was given and then the meat and potatoes would be the public and commission discussion for the opportunities moving forward. **CM Minner** stated that part of the last meeting was the report on the impact fee study for water and sewer fees. The commission directed that we start moving forward and there were two different options. One was a delay option, and the other one was a move forward option. The process the city attorney advised which we looked into was that we thought there may have been a couple of hiccups based on some of the new legislation, but the commission directed us to move forward. There will be two workshops and this is the first workshop. The second workshop will be held on August 25th at five o'clock. At that time, we will review the same stuff as before. Once we complete both workshops, we will move onto adopting the ordinance. We will start the adoption ordinance process based on the commission's direction and the results of these workshops. Without assuming that the commission is going in that direction, that would set us up for the formal ordinance adopting in September and that would give us a January 1, 2026,

kickoff date.

PWD Kelsey continued to say that this was workshop number one. If they remember, Shawn Ocasio came and delivered a presentation and tonight, we will review and discuss what an impact fee is, the methodology of the calculations, the summary of the findings, and the extraordinary circumstances which we feel are justified to use for a course of action and then the next steps. After that they will have public and commission comments.

Referring to the slides, he said it basically tells them what the impact fees are and what they do for us. They allow for capital improvement plans, and they provide our level of service. They also looked at the legal considerations about what drives impact fees, and the key thing to look at, which the city manager mentioned, is that changes are coming in January 2026. That is why we decided to get ahead of this and not behind it, because potential changes could alter our course of action. He then showed more legal considerations and takeaways. Anything we do to update the current fees must be adopted within twelve months of the impact fee study and our impact fee study was completed last Monday. Another key takeaway is the ninety-day grace period before imposing new or increased fees. As the city manager briefed about the schedules, he included that after the ordinances, there will be a ninety-day grace period implementation, so that will take us into January 2026. He showed more legal considerations and the key to this is the incremental increase based on the amount in the circumstances. They highlighted the extraordinary circumstances that we are qualified for and the two types of extraordinary circumstances that will govern what we decide to do.

Referring to a slide about impact fee criteria, he said it gives more definition of reasonable levels of service, which is what drives what impact fees we use to meet the needs of the community. They also went over the fee calculation methodology. We gave him all our data, current assets, capital improvement plans and all the developments that are in the works. From that, we looked at our level of service of three hundred gallons per day (GPD) for water and two hundred and fifty gallons per day (GPD) for wastewater on our ERU basis. He punched the numbers and these were the results received. He provided a slide with more fee calculations and methodologies. Basically, we are talking about our capital improvements plan and our existing infrastructure. He showed the capital improvement plans for the projects they plan to build within the next five years. He then showed the current infrastructure that we already have. The bottom line is what we are looking at. We can see the existing fees for water and sewer based on our level of service, and it breaks down into a cost per gallon of capacity. If we take three hundred gallons per day of water based on \$1,175, it gives us \$3.91 per gallon of capacity, and that is what our impact fee will buy us. With the proposed fees based on the calculations and information provided, we are now looking at increasing water by sixty-seven percent, and wastewater is very close to the same. Our cost per gallon of capacity will go up the same percentage. One interesting thing to note is the fifty percent cap. When we increase by fifty percent, it would go up an additional \$1,762.50 for water and up to \$4,167 for wastewater, which gives us a fifty percent increase. With the local utility impact fee comparison, and the increases, (referring to the red line to the right) we can see \$3,953, which is where we currently stand. We currently sit very low compared to other organizations around us. Then (referring to the red line in the middle of the chart) the increase of \$6,606 would be the recommended increase and that would still leave us at a very competitive schedule for impact fees compared to our local neighbors.

Referring to another slide, PWD Kelsey said he put this chart together to show where the city has been over the past two to three years. He showed the organizations who have done impact fee studies and who have increased their impact fees. Over the last two and a half years, there have been sixteen organizations in our peer group who have used a similar methodology. This year alone, three of them have done it, and they have gone this route, and increased their impact fees. The implementation considerations go with our ERUs and the limit of fifty percent. With the implementation options, we can either do an increase of

fifty percent and phase it in evenly over four years after the fifty percent is already in, or we can do what we are recommending, which is to pursue a full one-time increase through extraordinary circumstances. It would be one and done.

Moving onto another slide, he said this was the justification why they felt extraordinary circumstances relate to us. The population growth is important because we are up almost 10,000 residents over the last five years. On average, six point five percent per year and all the entitlements that are on the books. We have approximately 40,000 lots that have been added since 2020. Of the 39,823 lots that are on the books, 14,185 of those are The Villages. The consumer price index and material costs of construction have gone up forty percent plus since 2019. The cost to build, the cost to maintain, and the cost to operate have all gone up, which all justifies the extraordinary circumstances.

The next step after tonight's workshop is to hold a second workshop meeting and that is scheduled for Monday, August 25th. At that workshop meeting we will again allow for public input. We have to make sure that we comply with the impact fee act requirements. After the second workshop we will have a first and second reading of the ordinance. Once that is approved, we will have that ninety-day grace period to implement it.

Mayor Reisman asked if there were any questions for the public works director. There were none.

3. **DISCUSSION:**

Mayor Reisman asked if there were any questions or comments from the public?

Anthony Iorio of Hanover Land Company thanked the city for the opportunity to speak on behalf of the Hanover Land Company and Trinity Family Builders. They appreciate all the effort that has gone into the impact fee study. They fully support the efforts of the commission, and they understand the rising costs and requiring growth to pay for growth because that is extremely important. Again, the wisdom that has gone into this and the studies are truly appreciated. They are excited to continue developing and building in the city. Again, he thanked the staff for working so hard on this. It was an excellent study, and he had read through it. He has been involved with it for many years. Congratulations, and they fully support the impact fee increase and the justification for it. **Mayor Reisman** thanked him for his comments and asked if there were any other public comments. There were none. He said there would be a second workshop on the impact fees to be held on Monday, August 25, 2025, at five o'clock here in the commission chambers.

4. **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 Berry, the meeting adjourned at 5:13 p.m.

**AGENDA MINUTES
UTILITY IMPACT FEES WORKSHOP #2
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, AUGUST 25, 2025 5:00 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a second Workshop meeting regarding Utility Impact Fees on Monday, August 25, 2025, at the Venetian Center, located at 1 Dozier Court, Leesburg. Mayor Reisman called the meeting to order at 5:00 p.m. with the following members present:

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

Commissioner Jay Connell was absent. Also, present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, Deputy City Clerk (DCC) Anna Rottermond, 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. PRESENTATION:

A. Water and Wastewater Utility Fee Increase Presentation

CM Minner informed the audience that the public works director would be providing the presentation. However, the city is in the process of considering a water and sewer impact fee increase. Pursuant to state statutes, and because we are seeking an increase of over a fifty percent threshold, there are some special perimeters that we have to follow. We are required to hold two workshops, which this is the second workshop. Then we will have a first and second reading of the ordinance, and in order for the ordinance to pass it requires a super-majority vote of the commission.

Public Works Director (PWD) Cliff Kelsey said this was the second workshop for the utility impact fees and the format will be exactly as it was at the first workshop. These workshops are to provide an opportunity for people who were not able to participate in the first workshop a chance to see the presentation. The presentation will review and discuss what an impact fee is, the methodology of the calculations, the summary of the finding, and the extraordinary circumstances for which we feel are justified to use for a course of action and the next steps. After the presentation we will have public and commission comments.

Referring to the slides, he said impact fees help recover costs of major capital improvements. They allow for capital improvement plans, and our level of service. They looked at the legal considerations for what drives impact fees. The key thing they looked at were the changes that are coming in January 2026. That is why the city decided to get ahead of this and not behind it. The potential changes could alter the city's course of action. He provided a slide that showed more legal considerations and takeaways. Anything we do to update the current fees must be adopted within twelve months of the impact fee study and the impact fee study was just recently completed. Another key takeaway is the ninety-day grace period before a city can impose new or increased fees. The key to this is the incremental increase based on the number of circumstances. He highlighted the extraordinary circumstances that the city was qualified for and the two types of extraordinary circumstances that will govern what we decide to do.

Referring to a slide about impact fee criteria, he said this gives more definition of reasonable levels of service, and that drives what impact fees we use to meet the needs of the community. They went over the fee calculation methodology, which included all of our data, current assets, capital improvement plans and all the developments that are in the works. From that, we looked at our level of service of three hundred gallons per day (GPD) for water and two hundred and fifty gallons per day (GPD) for wastewater on the ERU basis. They punched the numbers and these were the results that we received. He provided a slide with more fee calculations and methodologies. Basically, this covers our capital improvements plan and our existing infrastructure. He showed the capital improvement plans for the projects the city plans to build within the next five years, and he showed the city's current infrastructure.

The bottom line is what we are looking at. We can see the existing fees for water and sewer based on our current level of service, and it breaks down into a cost per gallon of capacity. If we take three hundred gallons per day of water based on \$1,175, it gives us \$3.91 per gallon of capacity, and that is what our impact fee will buy us. With the proposed fees based on the calculations and information provided, we are looking at increasing water by sixty-seven percent, and wastewater is \$2,778 for impact fees. The cost per gallon of capacity will go up the same percentage. One interesting thing to note is the fifty percent cap. When we increase by fifty percent, it would go up an additional \$1,762.50 for water and up to \$4,167 for wastewater. Referring to the local utility impact fee comparison and increases, (the red line to the right) we can see \$3,953, which is where we currently stand. We currently sit very low compared to other surrounding organizations. Then (the red line in the middle of the chart) shows an increase of \$6,606, and that would be the recommended increase. It would still leave us on a very competitive schedule for impact fees compared to our local neighbors.

Referring to another slide, he showed where the city has been over the past two to three years. He showed the organizations who have done impact fee studies and who have already increased their impact fees. Over the last two and a half years, there have been sixteen organizations in our peer group who have used a similar methodology. This year alone, three of them have done this, and they have gone the same route to increase their impact fees. The implementation considerations go with our ERUs and the limit of fifty percent. With the implementation options, we can either do an increase of fifty percent and phase it in evenly over four years after the fifty percent is already in, or we can do what staff is recommending, which is to pursue a full one-time increase through extraordinary circumstances.

Moving on to another slide, he said this was the justification for why the city felt extraordinary circumstances related to us. It is important to note that population growth is important because we are up almost 10,000 residents over the last five years. On average, six point five percent per year and all the entitlements are on the books. We also have approximately 40,000 lots that have been added since 2020. Of the 39,823 lots that are on the books, 14,185 of those are located in The Villages. The consumer price index and material costs of construction have gone up forty percent plus since 2019. The cost to build,

the cost to maintain, and the cost to operate have all gone up, and that all justifies the extraordinary circumstances.

The next step after tonight's workshop is to set up the first and second readings of the ordinance, which will be held at the next two city commission meetings which comply with the Florida Impact Fee Act requirements. Then, after the second reading, if adopted, we will have a ninety-day grace period before it is implemented.

Mayor Reisman asked if there were any questions for the public works director. There were none.

3. DISCUSSION:

Mayor Reisman asked if there were any comments from the commission and the audience. There were none.

4. 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 5:11 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, AUGUST 25, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 25, 2025, at the Venetian Center, located at 1 Dozier Court, Leesburg. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

The invocation and pledge of allegiance were conducted at the utility impact fees workshop held just prior to this meeting.

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

2. PRESENTATIONS:

A. Marina Renovation Project check presentation by Representative Cobb and Senator Truenow

Senator Truenow said he appreciated everyone showing up to go over the issues that are near and dear to their hearts. Today they had a presentation to ceremonialize the \$250,000 for the marina project. When they go to Tallahassee, they work hard to bring back money for the local constituents. They are there fighting to give back to local communities for projects like the marina. The marina will have a big impact on the community, because it will grant more access, and provide the tools needed for a better operation at the marina. They were happy to be here and to present the city with a check. He grew up in Leesburg, and he is now raising his kids in Leesburg, so he understands the needs. He was thrilled to see some of this money coming back to this community.

Representative Cobb echoed the senator's comments. She could not have been more proud to represent District 26 and to help fund the project for the marina. This is what matters most, and she was excited to see this money coming back home. They are both proud to present a check for \$250,000 to the City of

Leesburg for the marina project.

Mayor Reisman said, on behalf of the city and the city commission, thank you both for the kind words and support.

B. Certificates to Miss Leesburg winners:

Miss Leesburg - Reese Ponds
Teen Miss - Shaylin Shumate
Junior Miss - Abby Carlton
Little Miss - Sadie Starling
Tiny Miss - Saige Herter

Mayor Reisman presented each Miss Leesburg winner with their certificate. He said these young ladies represent Leesburg better than anyone else in the entire city. They are at every event he is at, and they attend even more events. These ladies are doing so much throughout our community. They have embodied the spirit of Leesburg, and these girls truly love it. The city is so blessed to have them, and it was his honor to present each winner with their certificate.

Reese Ponds, Miss Leesburg, wanted to take a moment to express her heartfelt gratitude for the unwavering support of the Miss Leesburg scholarship program. This program is a nonprofit educational youth initiative that teaches the importance of volunteering. It was founded nearly forty years ago by the incredible Ms. Linda Watts. Since its inception, the city has stood by them every step of the way, championing their mission to empower young women through education, community involvement, and personal growth. It is truly because of the support that this program continues to thrive. Without it, none of this would be possible. Being a part of this program has been nothing short of life-changing. They form lifelong friendships with the mayor and commissioners. They see them at nearly every event. She felt a deep sense of community and support. They have all learned so much, and they lead by example. Just as the commission leads this community with vision, dedication, and heart. Through the commission's leadership, they have learned what it means to serve others, take initiatives, and to give back to the community that nurtures them. Their recognition of the value and impact of this program has not only encouraged them, but it validates the hard work and dedication of every young woman who has participated over the years. Their belief in this program and its mission has allowed generations of young women to grow, lead, and give back in ways they never imagined. Through this program, they have been inspired to step into leadership roles that serve this city through community service, and they are making a positive impact wherever they go. Their guidance and example show them that true leadership is not just about holding a position. It is about being present, encouraging others, and working tirelessly for the greater good. She thanked the commission for their presence, encouragement, and continued investment in this program, because that is the very reason it keeps going. They are incredibly grateful to be part of a city that values education, youth development, leadership, and service. Thank you for helping young women grow into confident, responsible, and caring leaders who are ready to make a difference in this community. **Mayor Reisman** thanked her for her comments.

C. Special Olympics Presentation to the City

Carolyn VanDyken thanked the commission for their time. This is their fourth year of coaching Special Olympic soccer. Each year they are faced with finding practice facilities, and she was pleased to say that every time she reached out to the Recreation Director about a location he has always provided. She could not thank him and his staff enough for accommodating their team. Their soccer program, the Leesburg

FC, competes in both team competitions and skill competitions. This year their team placed third at Regionals and two athletes competed in individual skills, and they placed first and second at Regionals. Those who competed in individual skills went on to compete at the State level at Disney's ESPN's Worldwide sports complex. Both Evan and Colton received bronze medals in that competition. She thanked the city manager and the commission for their continued support and for the use of the recreational facilities. They brought thank-you cards for the Recreational Director, the mayor, and they had a certificate to present to the city.

3. **PROCLAMATIONS:**

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!

Teresa Conner of 910 Georgia Avenue, Leesburg, said she was a commissioner for the Carver Heights Montclair Area CRA. She wanted to thank the recreation department and the public works department for their help this past Saturday with their community cleanup event. Even though it rained, they worked in between the rainfall. She came to give kudos to everyone for their assistance. She also thanked the Masonic and the Omega Sci-Fi fraternity for their help with the community cleanup.

Lisa Hayden of 35121 Dennis Road, Leesburg, said she was there with her neighbors who would be providing additional documentation substantiating their concerns surrounding Treasure Trove. For the past three years, they have brought to the commission's attention the chronic flooding and stormwater failures at Silver Lake Pointe. These failures illustrate that the regulatory framework currently in place is not enough to protect nearby residents and public roads. The neighbors' presentations will underscore the real possibility that Treasure Trove could experience the same runoff they witnessed at Silver Lake Pointe as well as what happened on Britt Road in Mount Dora, where inadequate stormwater protection destroyed a local street, leaving the residents inconvenienced for over a year. These examples demonstrate that the risks are not hypothetical. They are happening right here in our area. Another concern is that the original applicant, Jerome Henin, who persuaded this commission to approve Treasure Trove, is no longer the one bringing it forward. He has entered into a memorandum of contract to sell to Southern Impression Homes, a company that primarily builds rental communities. This was never disclosed when the application was presented. Effectively, this is a bait-and-switch where the city approved one type of development, one for homeowners, but another entity with an entirely different business model is now poised to construct it. With this change, they respectfully request that the commission support the community by arranging a public meeting with Southern Impression Homes. It is only right that the people most affected should be able to meet directly with the proposed builder, hear their plans, and make sure that their concerns are understood before construction begins. In response to their stormwater concerns, a 120-petition has been filed with St. John's River Water Management District requesting a formal hearing to dispute the approval of Treasure Trove's environmental resource permit. They are again requesting Leesburg's support in this manner as it will be Leesburg among other parties

who will ultimately be called upon to address the shortfalls of the Treasure Troves stormwater management. They were there to ensure visibility of their concerns before all Leesburg officials. Although they hope that harm will not come to their community, hope is not a plan and, based on the failures that they have documented, they believe there is a real risk that the Treasure Trove development could inflict lasting harm upon their neighborhood.

Alan Chen of 810 Treasure Island Road said he wanted to talk about Treasure Trove. The supposed developer, Henin, finally officially bought the property about three months ago for approximately \$1.6 million, but he has since flipped it to Southern Impression Homes. Half of the Treasure Trove property along CR 44 is unusable wetlands and a tiny one-seventh acre lot for high-density housing is planned along with clear-cutting of all trees along the road. This is very sad. There are twelve other properties that will be directly impacted by Treasure Trove and possibly more, since the two wetlands cross-hatched areas are connected by a low-lying culvert. They expect the combined flooding from Treasure Trove and known flooding from Silver Lake Pointe will cause issues at both entrances along with the Hills of Leesburg, which slopes down to the common wetlands, and they could possibly flood CR 44. They continue to see runoff from Silver Lake Pointe, and it has been affecting CR 44 in the lower-lying privately-owned wetlands for the past three years. It even caused the closing of CR 44 once. He had many examples of runoff from a typical half-inch to one-inch afternoon storm, and it covers CR 44, it even runs across the road. For history, Treasure Trove was voted down twice by the planning and zoning committee, by seven to zero and then by five to two. Despite that broad opposition, the commission still voted four to one to approve with only Commissioner Connell opposing. So, after they were sold a bag of goods by Henin, it will now be developed by another developer. Should this even be allowed because all the prior discussions were with Henin and not Southern Impression Homes? Who is liable if there are flooding issues on adjoining properties and roads in the future? Will it be Leesburg, the Henin Company, Southern Impression Homes, or will it be the HOA who inherits the mess? Also, Southern Impression Homes' primary business is selling homes as rental investments. This centers around property sales and management of those investments as rentals. Their own website says build to rent. It is a bit hypocritical that the parent company of Southern Impression Homes, Sumitomo Forestry, owns the property that would be cleared of all trees. In summary, flooding is a definite concern in this area. In addition, it appears that Treasure Trove will now just become a glorified rental complex. Is built to rent Leesburg's definition of affordable housing, and how does the city envision this property development? If the Leesburg Commission had been aware of the grand dog and pony show from Henin, and that the only thing the developer really wanted to do was flip the property for profit after only two months of ownership to a build-to-rent outfit, would they have approved this bait and switch?

Louise Chen of 8010 Treasure Island Road said she wanted to speak about East Treasure Island Avenue Road because it is one of the most beautiful whimsical roads in Lake County and Leesburg. It is an asset to the community and if there could be a change made to the development where one hundred feet was left as a natural native border along the road, that would preserve the beauty of this road. This is one of a few rows where trees grow out onto the street, and it curves around, and it also curves around the pond. It is worth a drive out to see it. She asked that they take the drive so they could make that decision themselves.

Lorine Davey of 8940 East Treasure Island said she was there with her neighbors who were looking out for the neighborhood and the surrounding area. Her property backs up to the development that should be going in. The bayhead for the wetlands is right behind her house. Ultimately, if things go awry, her property would be the first to go. She does not know what recourse to take if that does happen. She appreciates the city's time and support to look into this.

Ray Hayden of 35121 Dennis Road said he and his group met with Senator Truenow at his office this

morning. Senator Truenow mentioned that he had an interest in the CR 44 area and that surprised him, so he inquired a little bit more about it, and he found out it was for the safety, health, welfare and ingress/egress that CR 44 provides, and he was interested in widening that road. However, the state is not going to take a hit on that money. Having expressed that, the county, city, and state will all have to take part in it. Leesburg does not currently own CR 44, but with the benefit that Leesburg gets from it, Leesburg will have to address things as they come up and as that development comes to fruition. Another interesting remark was about the safety, welfare, and ingress/egress during Hurricane Milton last year, and he was still doing clean up on his own property from that hurricane. The Chen's were stuck in their homes after the hurricane until he and some neighbors went and cleared the area. Nobody could get in or out until he and his neighbors went there with their tractors to clear it up.

Bill Polk of 600 Cascade Avenue in Leesburg, said he has lived here his entire life except for the time he was in the military. He was there to talk about the shuffleboards. People do come down here to play shuffleboard. They spend their money in the downtown, then they leave and go back home up north to be in cooler weather. He has paid taxes to the city since he was twenty-four years old and part of that tax money has gone to the recreation department. He has been paying taxes to maintain the shuffleboard courts for fifty-some years. Now, the city is offering to give a piece of property away that he has been paying taxes on to help support and maintain for fifty-some years. We have a group that wants to play shuffleboard, and we are going to deny them that unless the city builds new courts, which is foolish. The city ought to maintain what we have, keep it going and keep the people happy. Let them come down here, spend their money and enjoy Leesburg just as everybody else does. The city does not have to tear the courts up or put anything on them. The city does not have to give them away. He would like to get on the agenda to talk about various things. He will send a list to the city manager since he is the one responsible for that. He hoped the commission would decide to keep the shuffleboards to keep these people happy.

June Presley of 3175 Bright Lake Circle said she lives in Okahumpka off of CR 33. She grew up off of CR 48. She was there to ask the commission to be mindful of developments coming in. She understands growth, but about six months ago, she was here asking the commission to be mindful of the plans because CR 33 in the mornings is just precarious. There are no turning lanes on CR 33. When people try to turn left onto CR 470 to get to the turnpike, it is very dangerous. She has to get to The Villages because she works at Middleton Charter School. People cannot turn right or left because it is just one lane. People are sucking up as close as they can to allow people to get around. They are sucking up so far that they are over in the lane where big trucks make wide turns. People are taking their lives into their own hands because they are using the little turning lane that goes to the post office. That is how people are jetting around that intersection. Everyone is jockeying for a position to get through CR 48 and CR 33. She looked at the development map, and counted them all up. We are looking at 15,000 to 20,000 more homes that have yet to be developed. She would like to know what the city's plans are, because they are just the little people trying to get to work. She was not mad, she was just praying that the city would help. Plus, the little post office is almost impossible to get to.

Joe Famasi of 2693 Jumping Jack Way said he was there to talk about the county charter. He was hoping to rally the commission to oppose it. Florida has a history of home-rule cities and the county charter idea threatens that idea. He hoped the city would recognize that they have a right to govern their own area. Under the county charter, the JPA could end up going away. The city may not have a chance to negotiate. Instead, the city would be handed whatever from the county and the city would just have to accept it. With the roads, if the county decides that they do not want to pay for the roads anymore under the county charter, they could turn them over to the city. Then the city will be scrambling to find funds to take care of the roads. He hoped the commission would consider asking the county not to have a charter and to respect the city's home rule.

Gary Custer of 8909 East Treasure Island Avenue said he wanted to bring up the ordinance regarding food trucks that was recently passed. In that ordinance, it says that food trucks cannot use electric power supplied by Leesburg. They cannot plug in, except for at special events where it is provided. What is the difference? They are the same people, so why do they provide power for one and not for the other? He went into the planning and zoning department to ask them and they agreed. They said if they had a letter then they might be able to let them do it. In one case, the guy owns the property where his food truck is located, yet he is not permitted to hook up to his own power on that property. He would like to see that changed. These people can get electric power just like anybody else. Leesburg would still get the money from power, so what is the difference whether they plug in to somebody else's power because they pay their rent? If they have a generator running twenty-four hours a day, somebody has to be there to monitor the generator, or it will grow legs and disappear overnight. As far as Treasure Trove, he supports everything his neighbors have said. He lived there during Milton and his front yard was flooded for the first time in the forty years he has lived there. The developers have gone out there and logged out an area to create a road and this all started when they created a pathway to log out the pine trees.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.B.1 - Approve the purchase and installation of a new video detection system from Traffic Control Devices, Inc.

Commissioner Pederson moved to adopt the Consent Agenda except for 5.B.1, 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 August 11, 2025

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to approve the purchase and installation of a new video detection system from Traffic Control Devices, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 12,095

Commissioner Pederson 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.

Commissioner Connell asked for an overview of this item. **PWD Kelsey** said they will be doing some repaving at that intersection, and when they mill up the ground, they mill up the existing sensors that are under the asphalt. However, the county is going to have a video detection system, so when they mill up future intersections, they will not always have to replace the sensors. This is just standard operating procedure for the county. All we are doing is repaving that intersection and bringing it up to the required standard. **Commissioner Connell** wanted to make sure the city was not adding anymore. **PWD Kelsey** said no. **Mayor Reisman** asked if there were any further comments or questions. 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 an agreement with Paqco, Inc. for the resurfacing of various city roads based on condition and usage; and providing an effective date.**

ADOPTED RESOLUTION 12,096

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Underwater Engineering Services, Inc. for the construction of the Venetian Cove Marina Dock Improvement Project; and provide an effective date.**

ADOPTED RESOLUTION 12,097

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida Department of Health for the purchase of two (2) Physio-Control LifePak 35 Cardiac Monitor/Defibrillator; and providing an effective date.**

ADOPTED RESOLUTION 12,098

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement (PTGA) FM No. 454122-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of adding construction funds related to the Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,099

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction agreement, between the City of Leesburg and Ranger Construction Industries, Inc., for construction of the Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,100

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for construction administrative services for the Construction of Veterans Road Infrastructure Project, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,101

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Public Transportation Grant Agreement (PTGA) FM No. 457330-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the East Taxilanes Reconstruction Design, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,102

6. **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 East Taxilane Reconstruction Design & Bidding Services,**

for the Leesburg International Airport; and providing an effective date.

ADOPTED RESOLUTION 12,103

7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Beryl Newton Stokes, III and Karen Kelley Stokes for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 12,104

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a renewal agreement with Gray Robinson, P.A. for lobbying services; and providing an effective date.**

ADOPTED RESOLUTION 12,105

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, 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 ANNEX)**

ADOPTED ORDINANCE 25-48

Mayor Reisman asked the city attorney to perform the swearing-in ceremony. **CA Watson** asked anyone wishing to provide testimony on agenda items 6.A.3 (Dilly Lake MF & Gas), 6.A.6 (Kalos), or 6.A.7 (Vista Avenue) to stand and raise their right hand. He swore them all in.

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated the overall proposal consists of approximately twenty-four plus or minus acres generally located west of US Highway 27 and north of the Ronald Reagan Turnpike. The request is for annexation, small-scale comprehensive plan amendment, and rezoning. The future land use of this project would go from Lake County Regional Office to City of Leesburg General Commercial. The zoning would go from Lake County PUD to City of Leesburg SPUD, which is a small planned unit development. The request is for the future development of three hundred multifamily units plus a commercial site along US 27, which would consist of a maximum of ten thousand square feet of commercial space as seen in the conceptual site plan. Under the PUD requirements, this would consist of three hundred multifamily units, which are apartments with a three-floor maximum height, and commercial development along US 27 that would have ten thousand square feet of retail uses. The site plan proposes about six thousand, but they could max out at ten. There are no other uses permitted in the proposal. Under the design and architectural standards, there are the standard PUD architectural requirements that apply. There is a list in the PUD zoning and the developer is required to select five architectural features from that list. The city will require dark sky lighting, and significant buffering to adjacent properties which is provided for in the PUD. Thirty-five percent of the property must be open space, including a twenty-five-foot buffer tract around the entire perimeter of the property and all the landscape buffers must be maintained by the property owner's association. There is a requirement for a four-foot-high earth and berm along US 27 plus appropriate landscaping on top of the berm itself as a visual and noise buffer. Bahia or Bermuda grass is required in place of St. Augustine grass and there will be a landscape plan required during the plan review process. The city will allow monument signs on the two parcels. They are asking for a maximum height of twenty-five feet on these and a base area of eighty square feet. The reason they are asking for this signage which is different from our standard codes, but due to this being a high-speed roadway with limited access, staff felt that a slightly taller sign would be easier to see. In addition, the apartments will have a decorative entry feature sign of concrete, brick, or stucco, no more than five feet in height on each side of the roadway. Under recreation, there is a requirement for a minimum of four acres which will be set aside for various amenities, including a swimming pool, clubhouse, and a walking trail around the circumference of the retention areas and retention ponds on the south side of the development. There will be a children's playground with play equipment and a separate enclosed fenced dog park. As always, there is a phasing or expiration clause which requires the development to move forward with substantial commencement within forty-eight months or the property will automatically revert to RE-1 zoning, which is one acre per unit. In addition, the entire development will be on city water and wastewater. There will be no wells or septic systems.

Commissioner Connell asked about the density? **PZD Miller** answered that it comes out to about thirteen to fourteen. However, he would go back and double check that. **Commissioner Connell** wanted to verify that it was thirteen to fourteen per acre. **PZD Miller** replied yes because it would be apartments. **Mayor Reisman** asked if anyone wanted to hear the developer's presentation since they had already heard it at first reading. With a nod of heads, the commission agreed to skip the presentation. He then asked the developers if they had any comments. **Someone from the audience** said no. He asked the commission and the public if there were any comments or questions. **Commissioner Pederson** asked for clarification on the commercial because it said ten thousand square feet maximum, and he thought that was the site. He thought it was referring to the building. **PZD Miller** said yes. It does refer to the building and the

maximum square footage would be ten thousand. **Mayor Reisman** asked if there were any other comments. **Commissioner Connell** stated there would be a lot of units on twenty acres.

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 ordinance.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 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)**

ADOPTED ORDINANCE 25-49

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

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

The roll call vote was:

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

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

3. **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)**

ADOPTED ORDINANCE 25-50

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

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

The roll call vote was:

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

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

4. **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)**

ADOPTED ORDINANCE 25-51

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this project includes an annexation, large-scale comprehensive plan amendment, and rezoning. The site consists of 90.28 plus or minus undeveloped acres. The site is generally located west of US Highway 27 and south of the Florida Turnpike. It is in the same general area as the last item, but it is on the other side of the Turnpike. The request is for the future development of warehouse, office, educational and residential uses. It is a true mixed-use project. The project is being sought by Kalos Services, which is a local company that provides services in the air conditioning, plumbing, and heating industries. Their intent is to create a new headquarters for their business. Kalos currently employs about three hundred people and, through discussions with the applicant, this proposal would add at least fifty jobs directly to the Leesburg business community. Again, under the overall proposal, we are looking at 90.28 acres. The comprehensive plan request would go from Lake County Regional Office to City of Leesburg General Commercial. The zoning request would go from Lake County Agriculture to City of Leesburg Planned Unit Development. Under the PUD requirements, the proposal consists of a fifteen-thousand square-foot training center, two floors in height. A sixteen-thousand square-foot office building, and thirty-two apartments in two separate buildings which would be two stories in height. The overall

permitted uses include; warehouse, office, educational, medical, veterinary and vehicle services. They even threw in sports academies and houses of worship so they could include as many uses as possible. The development standards would be under the C-3 Highway Commercial zoning unless amended in the PUD document. Under the design and architectural standards, the architectural requirements of our code in Chapter 25 would apply. We have the dark sky lighting requirement and there is significant buffering to adjacent property that already exists on the site, due to significant wetlands around the property. The wetlands provide a natural buffer, so we do not have to do too much with the buffers. In addition, the wetlands are not disturbed by this proposal at all. Of course, Bahia or Bermuda grass is permitted; there will be no St. Augustine. They would like to make the same request for the signage for this project, as we did on the previous project. We would like to have a twenty-five-foot height maximum and eighty square feet. It would be a monument style, not a pole sign. It would be eighty square feet per sign face. Again, with the high-speed traffic moving in that direction a little higher but not too high, it is a safer option. The entire development must be on city water and wastewater. There will be no wells or septic on this property. The standard expiration or phasing clause does apply. If there is no substantial movement within four years, the property will automatically revert to the RE-1 zoning, which is one acre per unit. The planning commission recommended approval of this project.

Mayor Reisman stated that they had already seen the presentation at the first reading. He asked the commission if they wished to see it again. By a nod of heads, the commission agreed not to see the presentation. **Commissioner Connell** asked if the PUD gives the maximum number of dwelling units that could be put there? **PZD Miller** said the PUD states that there would be an allowance of thirty-two, which is the maximum. **Mayor Reisman** asked if there were any further comments by the commission or the audience.

Evelyn Gould of 312 Nebraska Avenue, Leesburg, asked for clarification on the educational uses. It was mentioned that they would have a training center, but she wanted a better idea of the education. **PZD Miller** responded that they could put various types of education in there. The intent was for tradesmen's education, since that is the type of work that the Kalos business handles. They would bring in young people and work with them. However, they could expand on that quite easily within the confinement of the PUD. It would not be a problem to have a private school or anything like that. **Mayor Reisman** wanted to verify that this would be used for educational purposes for their business. **PZD Miller** agreed. However, if the commission requested that uses such as private schools, kindergartens or daycares be written into the PUD, he did not believe the developer would be opposed to that. **Commissioner Pederson** questioned if the developers asked for those uses. **PZD Miller** said they asked for educational uses because they train their employees onsite. However, he did not see a reason for them to object to adding private schools and things like that. This is a hard site to develop, so that is why they were trying to add as many possibilities as they could. **Commissioner Pederson** asked if the sign would be twenty-five feet tall? **PZD Miller** agreed. It would be twenty-five feet maximum for the signage on the roadway. **Commissioner Pederson** said that seemed a little tall, but he understood the basis for that. **PZD Miller** replied that the standard right now is twelve feet, but that came about in 2004 or something like that. **Commissioner Pederson** mentioned that he thought it was eight feet. **PZD Miller** explained that it depends on the type of roadway. If you are on a large roadway, it is twelve feet. On a high-speed road like this one, twelve feet could be tough to read. **Mayor Reisman** asked if there were any other questions or comments. There were none.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes

Mayor Reisman

Yes

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

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain 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)**

ADOPTED ORDINANCE 25-52

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

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

The roll call vote was:

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

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

6. **An Ordinance of the City of Leesburg, Florida, 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)**

ADOPTED ORDINANCE 25-53

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

Mayor Reisman requested comments from the Commission and the audience.

The roll call vote was:

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

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

7. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing C-3 (Highway Commercial) zoning, on approximately 0.48 +/- acres to allow for a duplex use for properties generally located west of Vista Avenue and north of U.S. Highway 441, lying in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Vista Avenue PDO)**

ADOPTED ORDINANCE 25-54

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this request was for a planned development overlay, which would allow for a duplex unit on two different lots. There are two separate lots and each lot would have a duplex. The property is generally located on the west side of Vista Avenue, which is north of US Highway 441. It is out towards the mall. The current zoning for the entire area there is C-3 Highway commercial. So a conditional use permit is required for the duplex dwelling in the C-3 zoning. There is a mix of uses in that neighborhood. City staff do not have any issues with this and the planning commission voted for approval. **Mayor Reisman** asked if there were any questions or comments by the commission or the audience. There were none.

The roll call vote was:

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

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

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, by amending Section 6, Benefit Amounts and Eligibility, and Section 28, Deferred Retirement Option Plan; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and; providing an effective date.**

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

Mayor Reisman stated this was the first reading, and it would lay over until the September 8th meeting. He asked if there were any comments or questions from the commission or the public. There were none.

2. **An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, of the Code of Ordinances of the City of Leesburg, by amending Section 1.1, Definitions; Section 1.3, Participants Contribution Account; Section 2.2, Normal Retirement and Retirement Income; providing for inclusion in the City's Code of Ordinances; providing for severability; repealing all Ordinances in conflict herewith; 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 stated this was the first reading, and it would lay over until the September 8th meeting. He asked if there were any comments or questions from the commission or the public. There were none.

3. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 596.29 +/- acres; and being generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Oak Ridge ANNX)**

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

Mayor Reisman stated this was the first reading, and it would lie over until the October 13th meeting.

PZD Miller stated this request was for annexation, large-scale comprehensive plan amendment, and rezoning of 596.28 undeveloped acres. It is generally located east of CR 48 and south of the Ronald Reagan Turnpike. The request does contemplate nine hundred and ten attached and detached single-family residential units with their associated amenities. Again, slightly under six hundred acres. The comprehensive plan application requests a change from Lake County Rural to City of Leesburg Estate. The zoning application would go from Lake County Agriculture to City of Leesburg Planned Unit Development. Under the PUD requirements, there would be nine hundred and ten single-family units split into two home types. The first would be six hundred and forty-two detached single-family units and the remaining two hundred and sixty-eight would be villa units, which we commonly call duplexes. There are no other uses permitted. There would be two hundred and sixty-eight villa units on thirty-five-foot lots, meaning each side of the villa. Each villa would have a seventy-foot lot, and the minimum house size would be 1,200 square feet. On the detached units, thirty-seven of those would be on seventy-

foot lots, forty-six would be on sixty-foot lots and five hundred and fifty-nine would be on fifty-foot lots. With the square footage of living space being 1,800, 1,700, and 1,500 under the roof descending in that order. Under the design and architectural standards, there would be two floors as the maximum height and two off-street parking spaces for each unit. Thirty-five percent of the property must be open space. It includes the dark sky lighting requirement, two trees in each yard, and a twenty-five-foot landscape buffer is required along the entirety of the property except where it is not needed due to existing wetland areas. There is a three-foot berm with a four-foot fence on top of the berm along CR 48. There will be a fence along the perimeter except for where a berm or wetland is present. Sidewalks are required throughout the development. Bermuda or Bahia grass are permitted. There will be no St. Augustine. Access is as shown on the site plan along CR 48, and they will be required to install turning lanes and excel and decel lanes, as Lake County requires, and all of our PUDS are written to support Lake County in that fashion. The main access point would be a boulevard-type roadway with a landscaped median at least eight feet in width, allowing enough lane area for emergency vehicles to maneuver. A decorative entry feature for signage of at least five feet in height on each side of the roadway. The entryway sign could be in the middle of the landscaped median at the boulevard entrance. There is interconnectivity with the adjacent subdivisions as shown on the site plan. Also, 4.18 acres of the property is required to be designated specifically for recreational uses, which includes a pool, cabana, children's playground, dog park, and a walking nature trail designed to blend into the neighborhood and wetland areas. Utilities are required by the city, so there can be no wells or septic on the property. The expiration phasing clause of forty-eight months is included, which is the automatic reversion to the RE-1 zoning. The application will be sent to the State of Florida Department of Commerce for review and the second reading is currently scheduled for October 13, 2025.

Mayor Reisman asked if there were any questions from the commission. **Commissioner Connell** asked about the number of units. **PZD Miller** replied that the plan shows nine hundred and ten units. **Commissioner Connell** said that it was a very large number of units.

Logan Opsahl, Lowndes Law, 215 North Yola Drive, said they had representatives from the applicant team present, which included the traffic engineer, environmental consultants, project engineer, and applicant representatives. The presentation contains a few maps, the amenities, and all items that the project will include. Referring to a slide, he showed the boundary map and the subject property was bounded to the north, south, east, and west by City of Leesburg property. He showed the future land use and zoning map. They are surrounded by other planned unit developments and the age-restricted development that was referred to as the Secret Promise development, which is located on the other side of CR 48. Similar to the PUD map, there are other approved projects in the area. The proposed project has a 1.53 dwelling units per acre density count. Previously, this property was used for sod stripping and cattle operations. He showed an aerial that noted the sod-stripping exercises along with some drainage and runoff issues, but those are typical for that type of business. Part of their project will include some wetland creation and a lot of wetland preservation. It will be full of amenities; some of which are multi-use trails, nature trails, parks, an activity center, and a pool. They held a community meeting a few months ago which addressed the clustering of the units across the property in the upland portions which are seen in the aerial and the preservation of the wetlands present on the property. The PUD ordinance includes the standard thirty-five percent minimum open space, but this project will have up to seventy percent. During that community meeting, they specifically talked about the nature trails because there is a portion of the project on the eastern side that protrudes slightly out into the lake. One specific question was that the nature trails not be included in that portion, which the applicant is happy to accommodate. He showed where the wetlands would be preserved, and the seventy percent open space. Around the wetland area that will have natural vegetation, there will be some wetland creation and expansion on the property. With the old sod-stripping operations, a lot of that just drained out, so with the wetland enhancement, they will be able to filter that through the natural vegetation around those areas as well as

properly filter that runoff into the wetland areas. They are promoting natural vegetated buffers, enhanced stormwater treatment, preventing the runoff that they see in the current condition, and additional habitat for wildlife. Importantly, this project includes amenities that focus on nature, passive recreational benefits, the trails and boardwalks. They will also include signage and neighborhood parks. There is a current upland island with an older tree that will be preserved as part of the history of the site. **Mayor Reisman** asked if there were any questions for the applicant. There were none. He asked for public comments.

Evelyn Gould of 312 Nebraska Avenue, Leesburg, said she wanted to talk about the schools. She is a school teacher in Lake County, so she wanted to know about the impact on the schools. How will that be handled, and was that taken into consideration? The classrooms are already full, so will other schools be constructed to accommodate them? **PZD Miller** responded that as a part of the review process, all development projects are sent to Lake County and the Lake County School Board, where they do a concurrency review. If there are enough student stations within the specific school which changes from year to year, if there are enough school stations, then it passes. If it does not pass, then the developer must get with the school board and enter what is called a school board mitigation agreement. It essentially boils down to a cash payment to the school board based on the number of students that are anticipated from the development. They have a specific formula that is used, and the commission has seen a number of the approved agreements. A development of this size will run into the millions.

June Presley of the Clearwater Reserve asked about the area that jumps out into the wetlands. Referring to a map, she pointed to the green section, the purple little rectangular section that jumps out into the wetland area. She wanted to make sure that they would not put a nature walk or anything that would go out into that area. Right now, they have every type of animal species in their community. They have seen more hogs than they know what to do with. They have coyotes, bears and deer. Developing this area will create more animal movement, so how are they going to handle that infrastructure and the movement of the animals? It is a beautiful community and as long as they are not planning to put a boardwalk out into that area, she would be happy. She lives on the island which is directly across from this proposed development. She lives right on the water. It is all natural, everything is natural. They do not touch anything out there. It is a great air boat lake. It is called a lake, but it is more of a marsh.

Bill Polk of 600 Cascade Avenue wanted to verify that there would be five acres of recreation available. **PZD Miller** agreed. **Mr. Polk** continued to say that they would have nine hundred and ten homes with only five acres of recreation. Is that enough open space for them because he did not think so? There are more than five acres out at Sleepy Hollow. He was very familiar with this property, and he did not think the sod was the problem with the water runoff because it was a swamp out there to start with. He used to fish and hunt out there. He would traipse all over that area. There is more wetland than described. It sounds like smoke and mirrors. It is a beautiful thing, but to bring nine hundred homes there and, because it is pretty much swamp land, there will be problems. This would also add another nine hundred cars to the roads, and CR 33 and CR 48 cannot support that number of cars.

Mayor Reisman closed public comments and asked the developer if he had any further comments. **Mr. Opsahl** said that the PUD includes a minimum requirement for recreation and much of this property has wetlands, which is why they have the property organized the way it is on the site plan. The boardwalks and nature trails are meant to act as an amenity, so people can enjoy that natural state. **Mayor Reisman** said this item would lie over until October 13th.

4. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 596.29 +/- acres from Lake**

County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge LSCP)

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

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

The roll call vote was:

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

Four yeas, one nay, the Commission approved the transmittal to the state.

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 596.29 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached units, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge PUD)**

C. NON-ROUTINE ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida approving the donation of certain real property owned by the City of Leesburg located at 309 S. Palmetto Street, Leesburg, Florida 34748 and identified as Parcel ID number 26-19-24-3300-000-03404, to Forward Paths Foundation, Inc., and authorizing the Mayor and City Clerk to execute a Special Warranty Deed to transfer the property; reserving a Utility Easement, ingress and egress easement, and parking easement; providing for conditions; and providing for an effective date.**

ADOPTED RESOLUTION 12,106

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

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

Mayor Reisman said before beginning both applicants submitted proposals. He asked that one person

from each side come up and provide an overview of their proposal.

Steve Clark of the Leesburg Shuffleboard Club said the shuffleboard club is proposing continued access to the shuffleboard courts on Palmetto Street. With a little money from the city, they could refurbish the courts and make them all that they could be, which includes \$22,000 for resurfacing the courts. They would also like some additional shade structures to keep people from falling over mid-tournament, because they hold international tournaments that draw people in from all over. With a minor investment from the city, they could bring people in from all over the state, country and world. They would appreciate the commission's support, and they look forward to the continued use of the courts.

Jacob Bonyng, president of Forward Paths, said their proposal is to build ten tiny homes. They would be two-bedroom homes with one bathroom. It would be very similar to the Cottages on Grove in Eustis. This development would house a total of twenty youths. It would house youths aging out of foster care, who are at risk of becoming homeless. In addition to the ten tiny homes, there will be a storage facility constructed for additional storage for the people who will live in the tiny houses. The city has requested to take over the street which is part of the lot currently. Woodward is included in the boundaries of the lot and an additional thirty feet of space coming off of that street for additional parking that the city can use for future recreation, perhaps pickleball or some other kind of recreation in that area. They are willing to subtract that, which is about fifty feet from the north end of the lot. That would still provide enough space for fifteen parking spaces for the homes. When they built the tiny homes in Eustis, they were told that they had to have two parking spaces per home. So twenty spaces would be needed. They would share some of the parking spaces with the city, because most of the youths in the program do not have vehicles. However, some of them do have cars, so they will need parking for them, but the fifteen spaces that they have allocated should be adequate. There was some confusion about the tennis courts and that they are taking over those courts, but they are not asking for anything at the tennis court site. They are not asking for any city money to be applied to this building project. It would be fully funded by Forward Paths entirely.

Mayor Reisman opened the floor to public comments.

Public Participants: (public comments can be heard on the Lakefront TV website or YouTube)

Carol Helfer, Secretary of the Leesburg Shuffleboard Club, 1841 Harding Path, The Villages - Opposed	Gail Howell, President of the Leesburg Shuffleboard Club, 1313 Moray Court, Leesburg - Opposed
Kathy Clark, 109 South Lake Drive, Leesburg - Opposed	Sharon Wilde, 347 Hawthorne Boulevard, Leesburg - Opposed
Eileen Colonna, 109 South Lake Drive, Leesburg - Opposed Location but Supported Forward Paths	Scott Christley, 1100 Blackstarr Road, Leesburg - Opposed
Alan Dronsfield, 3409 Nursery Place, The Villages - Opposed	Rick Tallman, 655 Abdella Way, The Villages - Opposed
Anthony Sabatini, Lake County Commissioner (District 1) - Opposed	Keith Holbrook, 167 North Lake Drive, Leesburg - Opposed
Melanie Henderson, 73857 Sunnyside Drive, Leesburg - Supported	Dave, Resident Assistant of Forward Paths and a Youth - Supported

Sylvanna Alcidor, Youth at Forward Paths - Supported	Robert Bolick, 1206 South 8th Street, Leesburg - Opposed
Dr. Maggie Denk Silfies, Clinical Director of Forward Paths, 31600 Camp Challenge Road, Sorrento - Supported	Phyllis Sokol-Wood, 2537 Buttonwood Run, The Villages - Opposed
Janet Shyra, New Smyrna - Opposed	Diana Vincent, 111 Oak Terrace Drive, Leesburg - Opposed
Russ Beamer, Ocoee, HomeAid Orlando, part of HomeAid America - Supported	Jacob Sokol, 700 Homestead Loop, Wildwood - Opposed
Clark Silvers, Treasurer of the Leesburg Shuffleboard Club, 1821 Dora Avenue, Tavares - Opposed	Patricia King, 5919 Flint Loop, The Villages - Opposed
Thomas Brown, 1617 New Abbey Avenue, Leesburg - Opposed	Rod Lewis, 135 East Sterling Way, Leesburg - Opposed
Donna Lewis, 135 East Sterling Way, Leesburg - Opposed	Olivia Sokol, 700 Homestead Loop, Wildwood - Opposed
Jay Kowalski, 37105 Scenic Bluff Drive, Pastor of First United Methodist Church in Eustis - Supported	Debra Leisdon, 176 South Lake Drive, Leesburg - Opposed
Louise McCallum, 5016 Long Meadow Drive, Leesburg - Supported	Joseph Inga, President of the Northern District Shuffleboard Association, Deland - Opposed
Steve Clark, 109 South Lake Drive, Leesburg - Opposed	Jacob Bonyne, 150 West Reading Way, Winter Park, President of the Board for Forward Paths - Supported
Sharon Upson, 174 Hibiscus Way, Leesburg - Opposed	Charles Wood, 2537 Buttonwood Run, The Villages - Opposed
Walt Bartels, 6580 Merrill Lane, The Villages - Opposed	

Mayor Reisman closed the public comments and asked if there was any commission discussion.

Commissioner Burry said when he looks at this, he sees that there has always been a need for housing homeless youths. The Leesburg Shuffleboard Club brings up good points, but it is about a sport for them. It is about camaraderie, socializing and exercise. It is a game that they cherish, and he understands that. Nonetheless, Forward Paths is about home. It is about stability, safety and an opportunity to bloom. He gets why they are there, and why a lot of folks have come up and said this was just not a good location. He wanted to know if any of the shuffleboard people have ever housed foster kids or done anything to provide this type of service? Through a show of hands in the audience, about four people offered this type of help to the youth. It was also said that somehow this location was the wrong location. He understands that the shuffleboard club wants to keep their home court for their private club. They pay money or a membership fee, which makes it a private club. They schedule their own tournaments; they are not scheduled through the City of Leesburg. The recreation department has no idea when the

tournaments are. They never have and that is a known fact. They play on those courts for free, while every other facility that is owned by the City of Leesburg as a recreational facility has fees associated with them when tournaments come in. They have been using those facilities at no cost to them. The Forward Paths organization is about safety. They want the kids to be close to jobs. Some of the kids are currently employed by Romac, UF Health, Lakeport, and some work in the downtown area. They are close to schools, transportation, and food sources nearby. People are saying that these two groups are being pitted against each other. The Leesburg Shuffleboard Club presented the commission with a roster of their membership and that roster included seventy-three names, two of which were whited out. He went through the membership list and looked up the addresses of each and every member of the Leesburg Shuffleboard Club and only five of the members actually live in the City of Leesburg. That means only five members of that club pay Ad Valorem taxes to the City of Leesburg and those are the taxes that we use to pay our firefighters and police. We also use those taxes to update the recreational facilities. So, ninety-three percent of the members of the Leesburg Shuffleboard Club are not citizens of Leesburg. Forward Paths consists of a board of volunteers. The board members receive zero dollars. Nobody makes money because they are all volunteers. They do have some paid staff members because they have case managers, a doctor of psychology and a therapist. They also have a variety of office staff, but they have a load of volunteers.

GuideStar is a rating service for non-profits. Some people may be familiar with them and some may not. However, when organizations give away grants, they go to GuideStar and look up the non-profit organizations to see what kind of rating they have. To be a member of GuideStar, you have to let people look at your books, they want to know where the money goes, and all those kinds of things. When they go to GuideStar and look up Forward Paths, they will see that they have a gold star rating. When they go to GuideStar and look up the Leesburg Shuffleboard Club, there is no rating. There is no information at all, and that is a fact. Forward Paths has asked in their proposal for 1.7 acres of land to be donated to address a known problem in Leesburg. The Leesburg Shuffleboard Club is asking the taxpayers of the City of Leesburg to resurface the courts, and to provide shade structures and new lighting to make the facility ADA-compliant. In order to make them ADA-compliant, that means they have to fix the bathrooms because they are not ADA-compliant. In that presentation it was said that it would only cost the taxpayers of Leesburg between \$100,000 and \$200,000. Yet, the City of Leesburg just built ADA-compliant bathrooms at John L. Johnson Park to the tune of \$240,000. So, the ask is not about \$100,000 to \$200,000; the ask is more like \$400,000 to \$500,000 to renovate the shuffleboard courts, so the club can play on them. However, ninety-three percent of its members are not contributing a dime to them.

His last point is, looking at the geographic area of where the shuffleboard membership comes from, if they just take a 10,000-foot look at it, they could look down and count approximately one hundred courts in the Leesburg area. This information can be found on YouTube because he went on and watched something Sharon Wilde was doing at Hawthorne, who is the former vice president of the Leesburg Shuffleboard Court. She said that there were only four courts per recreation center in The Villages yet, a third of their membership is from The Villages. So if there are four of these recreational courts at every recreational center in The Villages, then she was correct, because there are ninety recreation centers in The Villages. So, start doing the math on that, and add that to the one hundred, because they are talking about three to four hundred shuffleboard courts. There is only one organization in this same geographic area that is doing anything to help the homeless youth problem and that is why he supports the option for Forward Paths.

Commissioner Berry said this decision was very difficult because they had to consider everything heard. Being a resident of Leesburg, everyone knows the history of the courts on Second and Palmetto Street. These courts have been a significant part of Leesburg's rich history for many years, serving as recreational space for the residents of the city. Over the years, the city's public workers have maintained

these courts for the benefit of the community. However, it remains unclear how one organization could request exclusive use or control of the area as it has traditionally been open for shared public access. As mentioned earlier, when this resolution was introduced, Forward Paths would be for young adults, and it would be in the same area as Beacon College students, creating opportunities for positive engagement and community integration. Times are changing, and we have already seen this in other parts of the city. For example, the tennis courts that used to be behind Big Lots were removed years ago to make way for the planned Susan Street project. That is just an example of how we continue adapting to meet evolving community needs, and we need to support the Forward Paths Foundation. The organization provides young adults with access to critical resources, by placing them in a conducive environment designed to take in growth, independence, and opportunity. This location would offer them better transportation options for reaching jobs, schools, and other essential services. By helping them, we are working towards a brighter and more sustainable future. This is not only an investment in land, but an investment in people, community, development, and the future success of our city's young adults.

Commissioner Connell stated he had listened to a lot of things tonight. He has also read and listened to a lot of things over the last month and there are a lot of misconceptions out there. One misconception is that this is a private club and that they are running our shuffleboard courts and that no one else can use them, but that is absolutely not true. They have at times put up a fake chain to try and keep the homeless from camping out on the courts and that was done at the direction of the city. He did not think they could fault the shuffleboard club for putting a chain up when they were directed to do so by the city, to keep the homeless off the courts. He wanted to make sure that was clarified. He keeps hearing that this is the shuffleboard club versus Forward Paths, but there is no versus here because the shuffleboard courts have been there for fifty years. This is Forward Paths coming in and deciding that they want the shuffleboard courts property. He had never heard of another organization being bold enough to just come in and say we want a portion of the city's recreational property and that we should give it to them. He was open to donating any other property to Forward Paths, but not recreational property.

There have been other properties offered to Forward Paths for donation, and one location was behind the Resource Center. He believed that would be more of an ideal location because the Resource Center is an 8,900-square-foot multipurpose building that includes meeting rooms, computer training spaces, and resource offices. All this information comes right off the city website. The Resource Center partners with non-profit organizations, governmental agencies, churches, civic groups, Lake Technical College, Career Source Central Florida, Mobile Access Assistance of Florida, Lake County Public Schools, and Lake County Government and housing services. The Resource Center is a family-friendly, accessible place that offers services and activities to enhance education and employment skills. All of this would be accessible to Forward Paths within a fifteen-second walking distance if they were to be located at this site. He believed that this would be an ideal location because this is what this program is about, and the Resource Center is right here. The site at Palmetto Street is a recreational complex. It is not a subdivision. The shuffleboard courts bring people to the city and that is a form of recreational tourism. This is no different from what we are trying to accomplish at Susan Street. He would ensure that for the \$11 million dollars the city is putting into Susan Street, that ninety-nine percent of the people that will use the soccer and rugby fields will not be Leesburg residents. This should not have anything to do with whether people live in the city or not. They are looking at doing away with the shuffleboard courts because ninety percent of the people that use them do not live in the city. This is recreational tourism and that is what we are trying to establish. He does not like double standards. Susan Street was sold on recreational tourism, but now, all of a sudden, we are going to say that, because ninety percent of the people on the shuffleboard court do not live in the city to hell with them. That is just wrong. The Forward Path's proposal states that the property will not be sold before a housing plan is completed. What does that mean, sold? He does not understand how, if housing plans are drawn up that all of a sudden, they can sell that property. That is what the proposal says. It says they will not sell it until the housing plans are completed. They should not

be allowed to sell a piece of property that is given to them to start with.

Next, he was disappointed with the city staff as to why they felt like they needed to make a recommendation on this matter. He was not sure why they felt the need to weigh in on this. The recommendation from staff was to give it to Forward Paths, and he had several questions about that. What recognized method and framework was used by staff for choosing to give this property to Forward Paths? Was there a recognized method that was used? If there was, it was not provided to the commission in the packets. He would like to see that information. He would also like to see what was used to make that determination. Was it the swag method? The resolution that was prepared for tonight has several statements in it that he finds highly questionable. The first statement in the resolution says there were several reasons why the city should give this property to Forward Paths. Donating the property to Forward Paths will improve the overall quality of life for residents, visitors and business owners. How is that and how was that measured? How is giving the property to Forward Paths going to increase the overall quality of life of residents, visitors, and business owners? That is not even measurable. The next statement in the resolution makes no sense either, because one of the reasons for giving this property away is due to the city having to continue to incur expenses associated with the maintenance and repair of the shuffleboard courts. So, we have to give this away because it is costing the city a fortune to maintain according to the resolution. However, the truth is that it only costs the city about \$7,000 per year for the maintenance of the shuffleboard courts. It costs \$7,000 a year, so that is a reason to just give it away. This is \$7,000 a year out of a proposed budget this year of \$232 million. Why are we worried about it costing \$7,000 a year? Why is that a reason for the city to give it away? That is what the resolution says and that is highly questionable. He had brought it up before, and he wanted to bring it up again because all this stuff was highly questionable to him. Why did staff run a notice in the paper stating it was the intent of the Leesburg City Commission to dispose of this property without having a vote from the commission that said that was their intent? He does not know why that notice was ever sent out. The next question he had, was why was this not sent to our parks and recreational advisory board to get their recommendation? This is recreational property, so why was it never sent to them for a recommendation? He has no idea why it was not sent.

Next, and it is on the agenda tonight, why did staff already prepare a warranty deed filled out for Forward Paths, and why is it already ready to go? The only thing it needs is to be dated and signed. Otherwise, the warranty deed is already done. Why? We have not even had the discussion or a vote on it, but the warranty deed is all set and already ready to go. He questions that. He was glad that Forward Paths did not demand property at Pat Thomas, Sleepy Hollow, Susan Street, or Ski Beach. If they had, would we have given that to them? This property is no different because it is recreational property. City staff have continued to push the giving of this property to Forward Paths. Why? He did not know the answer to that, so that was a question. There has been a petition submitted and signed by almost nine hundred people asking the city to not give the shuffleboard courts away, and he hoped the commission would take that into consideration tonight.

In closing, Forward Paths received other options for property they could build this subdivision on, and they chose not to. This property has housed our shuffleboard courts for over fifty years, and we need to keep it. A no vote tonight is not a no vote against Forward Paths. It would just be a vote against the location for where Forward Paths wants to go, and he hoped the commission would consider that too. They are not voting to say they do not like Forward Paths, it is just a vote for a different location because we do not want to lose our recreational complex or the shuffleboard courts.

Commissioner Pederson said for him and all his fellow commissioners, this is a no-win situation. He respects and appreciates the passion of both sides. He was the one that started this disaster in July during the budget workshop because he just lobbed out the idea of replacing the shuffleboard courts with

pickleball courts, because he, along with a lot of other people, did not think these courts were being used. However, since then, he found out about the club, and he now knows a lot about Leesburg Shuffleboard Club. However, Forward Paths is a great organization, and he has learned a lot about them over the last three to five years. He knows they have been looking at other sites in Leesburg for five years. When this site was first brought up, he went and looked at other sites, and even proposed other sites to them. However, as he received feedback about the other proposed sites, he understands why they like this site. It has a walkability factor, and they are close to downtown. He bought into this after he tried to push them to about six other sites around town. We do have issues with homelessness in our city. He had been on the commission for six and a half years, and when he was first on the commission that was something that he wanted to improve upon. This commission started to talk about it, but then covid came, and it fell by the wayside. It has now started to resurface as of late. He looked at this organization, and even though it will not solve all of our homeless problems, it is a step in the right direction. We have to start doing something about the homeless. People have said the city should not donate property to a non-profit, but he wanted to go on the record and say that he would be very open-minded about supporting with money or land to any group or organization who wants to help the city tackle homelessness, and just because someone puts homeless titles in their group does not mean he would support it. If they come to him with a good argument that helps the homeless situation, he would be open-minded about that. The residents of the city want the city to make progress in this area. This recently started with him bringing up pickleball, and he has taken calls from a lot of people. However, in this year's budget we put \$1 million dollars in for pickleball courts. He can see the city building pickleball courts to the north of this property. With the shuffleboard club, there was not much he could say because he would not be popular with the shuffleboard club, but there are other locations they could practice on. There are two other locations in Leesburg where they can host tournaments. It was hard for him to feel like they would be damaged all that much.

In closing, he supports Forward Paths. However, there was one thing in the contract he wanted to talk about. Where it says five years to break ground. He would like to see that shortened to two and a half years because it was his understanding that Forward Paths had the money to get this project completed. **CA Watson** agreed. There is a five-year period included in the resolution. That five-year contemplates fifty percent of the building permits needing to be issued in order to comply with the requirement written into the resolution. **Commissioner Pederson** wanted to know if there was flexibility in that. **CM Minner** replied that he needed to make a motion to amend the resolution. There are basically three supplemental requirements that were in the exhibits to the warranty deed and one of the requirements was the timeframe. He would just need to make a motion to amend the five years to two and a half years for the building permits. **CA Watson** said the other items related to the easements for utilities and parking. **CM Minner** added that it included the non-transferability. **CA Watson** agreed. There would be an automatic reversion back to the city. **CM Minner** stated that Commissioner Connell questioned the transferability, but it was clearly expressed in the warranty deed that they could not sell or transfer ownership of the gift. It has to stay with Forward Paths. **CA Watson** mentioned that the transfer is very broadly defined as far as what would characterize a transfer. **CM Minner** said it was defined in all sorts of different ways. **Commissioner Pederson** said that he saw that attachment. However, he was just raising the question, and he would make a motion to amend it. However, he wanted to know if the right word was to break ground or pull permits. **CM Minner** said he would just change the number. The city attorney summed it up and there will be a number of permits they need, so it would be fifty percent of those permits. All he needs to do is amend it from five years to two and a half years or thirty months. **CA Watson** remarked that it would be under number one of Exhibit A, under the use and construction requirement. It states that the grantee shall promptly submit a site plan for evaluation by the City of Leesburg, and shall apply for a development permit or building permit for not less than fifty percent of the planned units within five years from the execution date of the deed to which these covenants are attached and incorporated with time being of the essence.

Mayor Reisman thanked everyone for being respectful. He knew that this was tough on both sides and each side had strong opinions. However, he is really passionate about Forward Paths because his sister and her family have fostered over thirty-one kids, and they adopted four. They still fight for foster kids today, and they have a foundation that provides all kinds of things to the foster kids. His family has been doing this for the last eighteen years, so he sees it. Plus, this is in our Downtown CRA, and it does comply with everything that the CRA stands for when it comes to the redevelopment of that area.

Commissioner Pederson made a motion to amend the resolution to reduce the five-year requirement to two and a half years under number one of the covenants and Commissioner Burry seconded the motion.

Mayor Reisman asked if there were any further comments. There were none.

The roll call vote was:

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

Four yeas, one nay, the Commission approved the amendment to the motion.

The roll call vote as amended was:

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

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

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of June 2025

Mayor Reisman said some collections were sent to the city attorney for review. He wanted to know how that was going. **CA Watson** said they had received some, but he did not have a clear answer for him on those. However, he would certainly check on that and follow up with him. They did receive payment from some of them, but it was kind of a mixed bag on that. Some paid, and some did not. They will need to take another look at the ones that are still delinquent. **Mayor Reisman** said he could follow up with him offline. He then asked if there were any other questions about the informational reports. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no further items to address.

9. CITY MANAGER ITEMS:

CM Minner had no items to comment on.

10. ROLL CALL:

Commissioner Pederson had nothing to comment on.

Commissioner Berry thanked the city for sponsoring her on the dancing with Stepping out for Education. She had provided a written thank you, but she did not want to take up any more time tonight. However, she wanted to publicly thank the city for their support and the opportunity to represent the city.

Commissioner Connell said after tonight, he did not know what else he could possibly say.

Commissioner Burry had no further comment.

Mayor Reisman thanked Senator Truenow and Representative Cobb for the legislative funding. On Wednesday they will be holding a groundbreaking ceremony for the marina. Then, on Thursday morning, they have the Chamber breakfast at 7 a.m. Last, September 5th will be opening night for the Melon Patch.

11. ADJOURN:

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

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

With a motion by Commissioner Burry and a second by Commissioner Pederson, the meeting adjourned at 8:39 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: September 8, 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 amend an existing contract with HALFF ASSOCIATES, INC.; and providing an effective date.

Staff Recommendation:

HALFF ASSOCIATES, INC. to enter an agreement extending the terms of the original agreement for an additional three (3) years.

Analysis:

The purpose of this amendment is to extend the contract until September 30, 2028.

Procurement Analysis:

On June 13, 2022, the City of Leesburg entered into a contract with HALFF ASSOCIATES, INC. The purpose of this solicitation was to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 - Consultants Competitive Negotiation Act.

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 AMEND AN
EXISTING CONTRACT WITH HALFF ASSOCIATES, INC.; AND PROVIDING
AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with HALFF ASSOCIATES, INC. whose address is 902 North Sinclair Avenue, Tavares, Florida 32778, for professional engineering services on a continuing basis.

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 8th day of September 2025.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
TO A CONTINUING SERVICES 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 0630 (hereinafter referred to as the "CITY"), and **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Avenue, Tavares FL 32778 (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on June 13, 2022, the CITY and PROFESSIONAL entered into a Continuing Services Agreement for professional engineering services for utilities projects (hereinafter referred to as the "Master Agreement") pursuant to Florida Statute 287.055. The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into an Amendment extending the term of the original Master Agreement.

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 extend the term of the agreement through September 30, 2028.
 - a. **Term of Agreement.** The parties agree to extend the term of the agreement to September 30, 2028.
 - b. **Attachment 'A'.** The new unit prices are reflected on the revised Attachment 'A'.
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 8th Agreement on the date stated in the preamble to this Agreement.

HALFF ASSOCIATES, INC.

By: _____

Its: Vice President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, Attorney

ATTACHMENT 'A'

COMPENSATION/ HOURLY RATES

Position Description	Base Period Through Sept. 30, 2023	Period 2 10/1/2023 to 9/30/2024 Base + 4%	Period 3 10/1/2024 to 9/30/2025 Period 2 + 4%
Engineer I	\$ 98.19	\$ 102.12	\$106.20
Engineer II	\$ 114.66	\$119.25	\$124.02
Engineer III	\$ 153.66	\$ 159.81	\$ 166.20
Engineer IV	\$ 206.49	\$ 214.75	\$ 223.34
Engineer V	\$ 269.73	\$ 280.52	\$ 291.74
Field Tech I	\$ 57.75	\$ 60.06	\$ 62.46
Field Tech II	\$ 72.00	\$ 74.88	\$ 77.88
Field Tech III	\$ 86.49	\$ 89.95	\$ 93.55
LA/Planner III	\$ 131.10	\$136.34	\$ 141.80
LA/Planner IV	\$ 173.07	\$179.99	\$ 187.19
LA/Planner V	\$ 247.59	\$ 257.49	\$ 267.79
Office Tech I	\$ 66.75	\$ 69.42	\$ 72.20
Office Tech II	\$ 75.75	\$ 78.78	\$ 81.93
Office Tech III	\$ 97.14	\$101.03	\$ 105.07
Office Tech IV	\$ 126.66	\$131.73	\$ 137.00
Office Tech V	\$ 197.37	\$ 205.26	\$ 213.48
Scientist I	\$ 75.00	\$ 78.00	\$ 81.12
Scientist III	\$ 128.37	\$ 133.50	\$138.84
Scientist IV	\$180.30	\$ 187.51	\$ 195.01
Specialist I	\$ 86.55	\$ 90.01	\$ 93.61
Specialist II	\$ 98.13	\$ 102.06	\$106.14
Specialist V	\$ 230.76	\$ 239.99	\$ 249.59
Surveyor II	\$ 99.00	\$ 102.96	\$107.08
Surveyor IV	\$ 175.95	\$ 182.99	\$ 190.31

Position Description	Period 4 10/1/2025 to 9/30/2026 Period 3 + 4%	Period 5 10/1/2026 to 9/30/2027 Period 4 + 4%	Period 6 10/1/2027 to 9/30/2028 Period 5 + 4%
Engineer I	\$110.45	\$ 114.87	\$119.46
Engineer II	\$128.98	\$134.14	\$139.50
Engineer III	\$172.85	\$ 179.76	\$ 186.95
Engineer IV	\$232.27	\$ 241.56	\$ 251.22
Engineer V	\$303.41	\$ 315.55	\$ 328.17
Field Tech I	\$64.96	\$ 67.56	\$ 70.26
Field Tech II	\$81.00	\$ 84.24	\$ 87.61
Field Tech III	\$97.29	\$ 101.18	\$ 105.23
LA/Planner III	\$147.47	\$153.37	\$ 159.50
LA/Planner IV	\$194.68	\$202.47	\$ 210.57
LA/Planner V	\$278.50	\$ 289.64	\$ 301.23
Office Tech I	\$75.09	\$ 78.09	\$ 81.22
Office Tech II	\$85.21	\$ 88.62	\$ 92.16
Office Tech III	\$109.27	\$113.64	\$ 118.19
Office Tech IV	\$142.48	\$148.18	\$ 154.11
Office Tech V	\$222.02	\$ 230.90	\$ 240.14
Scientist I	\$84.36	\$ 87.73	\$ 91.24
Scientist III	\$144.39	\$ 150.17	\$156.18
Scientist IV	\$202.81	\$ 210.92	\$ 219.36
Specialist I	\$97.35	\$ 101.24	\$ 105.29
Specialist II	\$110.39	\$ 114.81	\$119.40
Specialist V	\$259.57	\$ 269.95	\$ 280.75
Surveyor II	\$111.36	\$ 115.81	\$120.44
Surveyor IV	\$197.92	\$ 205.84	\$ 214.07

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: September 8, 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 amend an existing Construction Manager at Risk (CMaR) contract with WHARTON-SMITH, INC.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the proposed amendment authorizing WHARTON-SMITH, INC. to extend the terms of the original Construction Manager at Risk (CMaR) agreement for an additional three (3) years.

Analysis:

The original agreement between the City of Leesburg and WHARTON-SMITH, INC. was executed on March 13, 2023. Under this contract, WHARTON-SMITH, INC. serves as the Construction Manager/General Contractor for the Pine Street and CDC Parking Lot Project.

This amendment seeks to extend the existing contract through September 30, 2028, ensuring continuity of services and alignment with project timelines.

Procurement Analysis:

The initial procurement was conducted in accordance with City policies and procedures. WHARTON-SMITH, INC. was selected as the most qualified firm through a competitive process to provide Construction Manager at Risk services.

Extending the contract term will allow the City to maintain project efficiency and avoid disruption in services that could arise from re-procurement or transition to a new contractor.

Options:

1. Approve the resolution and authorize the execution of the contract amendment as presented.; or
2. Deny approval and provide alternative direction to staff.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO AMEND AN
EXISTING CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT
WITH WHARTON-SMITH, INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an amendment to the existing agreement with WHARTON-SMITH, INC., located at 750 Monroe Road, Sanford, Florida 32771, for the continued provision of Construction Manager at Risk (CMaR) / General Contractor Services, in accordance with the terms and conditions set forth in the amended agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of September 2025.

Mayor

ATTEST:

City Clerk

**AMENDMENT TWO TO A
CONSTRUCTION SERVICES AGREEMENT
WITH GUARANTEED MAXIMUM PRICE (GMP)**

THIS AMENDMENT 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 “OWNER”), and **WHARTON-SMITH, INC.** whose address is 750 Monroe Road, Sanford, FL 32771 (hereinafter referred to as the “CONSTRUCTION MANAGER”, or “CM”).

WITNESSTH:

WHEREAS, the CONSTRUCTION MANAGER was selected following a competitive solicitation process as the City’s Construction Manager at Risk (CMaR) to provide Construction Manager services on a continuing basis.

WHEREAS, on March 13, 2023, pursuant to Resolution 11283, the CITY and CONSTRUCTION MANAGER entered into a Construction Services Agreement whereas the CONSTRUCTION MANAGER will serve as the Construction Manager/General Contractor for the Pine Street and CDC Parking Lot Project (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 an Amendment extending the term of the original Master Agreement. The parties agree to extend the term of the agreement through September 30, 2028.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Amendment, the CITY and the CONSTRUCTION MANAGER do hereby agree as set forth below:

1. Recitals.

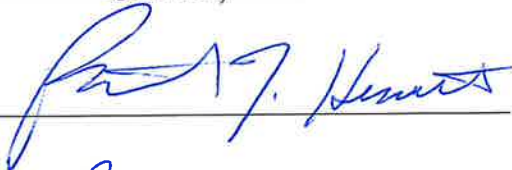
The above recitals are true and correct and are incorporated herein.

1. **Amendment.** The parties agree to extend the term of the agreement through September 30, 2028.
2. **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.
3. **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.

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

WHARTON-SMITH, INC.

By: 

Printed: PATRICK J HEWITT

Its: COO - Water
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: September 8, 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 amend an existing contract with DEWBERRY ENGINEERS, INC. d/b/a Dewberry Hydro; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing DEWBERRY ENGINEERS, INC. d/b/a Dewberry Hydro to enter an agreement extending the terms of the original agreement for an additional three (3) years.

Analysis:

The purpose of this amendment is to extend the contract until September 30, 2028.

Procurement Analysis:

On June 13, 2022, the City of Leesburg entered into a contract with DEWBERRY ENGINEERS, INC. d/b/a Dewberry Hydro. The purpose of this solicitation was to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 - Consultants Competitive Negotiation Act.

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 AMEND AN
EXISTING CONTRACT WITH DEWBERRY ENGINEERS, INC. D/B/A
DEWBERRY HYDRO; 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 DEWBERRY ENGINEERS, INC. d/b/a Dewberry Hydro, whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813, for professional engineering services for utilities projects.

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 8th day of September 2025.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT -
TO A CONTINUING SERVICES 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 0630 (hereinafter referred to as the "CITY"), and **DEWBERRY ENGINEERS, INC. d/b/a Dewberry Hydro** whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813 (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on June 13, 2022, the CITY and PROFESSIONAL entered into a Continuing Services Agreement for professional engineering services for utilities projects (hereinafter referred to as the "Master Agreement") pursuant to Florida Statute 287.055. The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into an Amendment extending the term of the original Master Agreement.

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 extend the term of the agreement through September 30, 2028.
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.

DEWBERRY ENGINEERS, INC.

By: 
Robert R. Beltran

Its: Vice President

(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, Attorney

Labor Categories	1	2	3
	10-1-2025 to 9-30-2026	10-1-2026 to 9-30-2027	10-1-2027 to 9-30-2028
Admin I	\$60.03	\$62.44	\$64.93
Admin II	\$103.52	\$107.66	\$111.97
CADD Tech I	\$75.89	\$78.93	\$82.09
CADD Tech II	\$96.61	\$100.48	\$104.50
CADD Tech Mgr	\$142.50	\$148.20	\$154.13
Eng I	\$115.97	\$120.61	\$125.44
Eng II	\$126.61	\$131.68	\$136.95
Eng III	\$152.55	\$158.66	\$165.00
Eng IV	\$155.76	\$161.99	\$168.47
Eng V	\$186.42	\$193.88	\$201.64
Eng VI	\$208.25	\$216.58	\$225.24
Eng VII	\$260.80	\$271.23	\$282.08
Eng VIII	\$284.85	\$296.24	\$308.09
Eng IX	\$306.96	\$319.24	\$332.01
GIS II	\$97.54	\$101.44	\$105.50
GIS III	\$102.12	\$106.20	\$110.45
GIS IV	\$105.47	\$109.69	\$114.07
GIS V	\$144.28	\$150.05	\$156.05
GIS VI	\$166.19	\$172.83	\$179.75
GIS VII	\$276.78	\$287.86	\$299.37
Prof I	\$93.85	\$97.60	\$101.51
Prof II	\$109.73	\$114.12	\$118.68
Prof III	\$135.43	\$140.85	\$146.49
Prof IV	\$156.34	\$162.60	\$169.10
Prof V	\$170.46	\$177.28	\$184.37
Prof VI	\$185.91	\$193.34	\$201.08
Prof VII	\$226.11	\$235.15	\$244.56
Prof VIII	\$255.03	\$265.23	\$275.84
Principal	\$335.77	\$349.20	\$363.17
Chief Surveyor	\$225.83	\$234.86	\$244.25
Senior Surveyor	\$184.62	\$192.00	\$199.68
Surveyor	\$123.58	\$128.52	\$133.66
Senior Survey/SUE Tech	\$102.72	\$106.83	\$111.10
Survey/SUE Tech 1 man	\$102.72	\$106.83	\$111.10
Survey/SUE 2 man	\$167.87	\$174.58	\$181.56
Survey/SUE 3 man	\$270.59	\$281.41	\$292.67

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: September 8, 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 amend an existing contract with OCI ASSOCIATES, LLC d/b/a CMTA; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing OCI ASSOCIATES, LLC d/b/a CMTA to enter into an agreement extending the terms of the original agreement for an additional three (3) years.

Analysis:

The purpose of this amendment is to extend the contract until September 30, 2028.

Procurement Analysis:

On November 28, 2022, the City of Leesburg entered into a contract with OCI ASSOCIATES, LLC d/b/a CMTA. The purpose of this solicitation was to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 - Consultants Competitive Negotiation Act.

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 AMEND AN
EXISTING CONTRACT WITH OCI ASSOCIATES, LLC D/B/A CMTA; 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 OCI ASSOCIATES, LLC d/b/a CMTA whose address is 600 South Orlando Avenue, Maitland, Florida 32751, for Professional Services - Mechanical Engineer.

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 8th day of September 2025.

Mayor

ATTEST:

City Clerk

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

THIS AGREEMENT is made as of the ____ day of _____ 2025, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **OCI ASSOCIATES, LLC dba CMTA** whose address is 600 South Orlando Avenue, Maitland, Florida 32751(hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on November 28, 2022, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Professional Services - Mechanical Engineer to the CITY (hereinafter referred to as the “Agreement”).

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

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

1. RECITALS

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

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional three (3) years through September 30th, 2028.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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


“OCI ASSOCIATES, LLC dba CMTA”

By: Amir Kazeminia, PE

Its: Vice President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

OCI ASSOCIATES, LLC dba CMTA
2025 HOURLY RATES

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$210.00/hour
Registered Professional Engineer	\$195.00/hour
Senior Project Manager	\$170.00/hour
Senior Project Engineer	\$170.00/hour
IT / AV Systems Design Engineering	\$160.00/hour
Lighting Design Engineering	\$160.00/hour
Project Engineer	\$135.00/hour
Senior Designer	\$110.00/hour
Designer	\$ 90.00/hour
CAD Operator	\$ 80.00/hour
Clerical	\$ 70.00/hour

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.5.

Meeting Date: September 8, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with HALFF ASSOCIATES, INC.; for design and engineering services to redesign the water main within the stock subdivision; and provide an effective date.

Staff Recommendation:

Staff recommends execution of a Task Order with Halff Associates, Inc. to Redesign Water Main Replacement in the amount of \$218,218.48.

Analysis:

The City of Leesburg is seeking to redesign 15,000 LF of new 6" and 8" water mains within the Stock subdivision, including along Flamingo Drive, Crest Avenue, Woodlyn Drive, Berwick Drive, Inland Street, Lancaster Avenue, Nottingham Road, Dover Road, Cambridge Drive, Stafford Road, Sheffield Road, Hampton Road, Briarcliff Avenue, Pembroke Drive and Braebury Drive, as well as within the utility easement within Lot 42, Terrace Green 2nd Addition to South Pointe Drive.

The existing water main and associated services are aged and run between residential homes versus the Right of Way. The water main is aged and continues to fail at multiple areas along the run. Replacing these mains would improve water quality and afford staff to work on services without entering private residences.

Halff Associates, Inc. will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment in order to develop the location and design concepts in accordance with Florida Department of Transportation (FDOT) policy, procedures, and requirements.

Procurement Analysis:

On June 13, 2022, pursuant to Resolution 11,094, the City Commission approved execution of a Professional Services Agreement on a Continuing Basis with Halff Associates, Inc. This Task Order is being made under the terms and conditions of that continuing agreement.

Options:

1. Approve Resolution authorizing execution of a Task Order under the Continuing Professional Services

Contract with Halff Associates, Inc.; 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 TASK ORDER WITH HALFF ASSOCIATES, INC.; FOR DESIGN AND ENGINEERING SERVICES TO REDESIGN THE WATER MAIN WITHIN THE STOCK SUBDIVISION; AND PROVIDE 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 **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Ave, Tavares, Florida 32778, for professional engineering services on a continuing basis.

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 8th day of September 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 **HALFF ASSOCIATES, INC.** whose address is 902 North Sinclair Ave, Tavares Fl 32778 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on July 13, 2022, pursuant to resolution 11094 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 and engineering 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:
STOCK SUBDIVISION DESIGNS
REDESIGN WATER MAIN REPLACEMENT**

3. Compensation.

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$218,218.48**. 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.

HALFF ASSOCIATES, INC.

By: Michael Scullion

Printed: Michael Scullion

Its: Associate Vice President
(Title)

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk



VIA Email

Ryan.Gerdon@leesburgflorida.gov

July 10, 2025

Ryan Gerdon
Deputy Director – Utilities and Stormwater Management
Leesburg Public Works Department
550 South 14th Street
Leesburg, Florida 34748

RE: City of Leesburg Stock Subdivision Water Main Replacement

Introduction

Halff Associates, Inc. is pleased to submit this Proposal to the City of Leesburg for professional services related to the Stock Subdivision Water Main Replacement project. The project includes design of new 6" and 8" water mains within the Stock subdivision, including along Flamingo Drive, Crest Avenue, Woodlyn Drive, Berwick Drive, Inland Street, Lancaster Avenue, Nottingham Road, Dover Road, Cambridge Drive, Stafford Road, Sheffield Road, Hampton Road, Briarcliff Avenue, Pembroke Drive and Braebury Drive, as well as within the utility easement within Lot 42, Terrace Green 2nd Addition to South Pointe Drive, for a total project length of approximately 15,000 LF. The following tasks are proposed as part of the project:

PHASE 100 SUBSURFACE UTILITY LOCATION

Halff will subcontract with Precise Locating Services, Inc. to designate the horizontal positions of underground utilities within the full right of way of the project area. Precise Locating Services Inc. will also locate water meters in easements on the rear lot lines within the subdivision

FEE: \$39,200.00

PHASE 200 ROUTE SURVEY

Halff will subcontract with Clymer, Farner, Barley Surveying, LLC to prepare a Route Survey for engineering design of the water main. The limits are as noted above, an approximate length of 15,000 LF. Adequate topographic coverage will be collected for the full right of way of referenced streets. The survey will include



spot elevations to determine 1-foot contour intervals. The survey will also include establishing the public rights of way. All surface improvements will be located within the right of way including any ditches, evidence of utilities flagged or marked, above ground utilities, driveways, sidewalks, mailboxes, fences and trees. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey.

FEE: \$114,400.00

PHASE 300 UTILITY ENGINEERING DESIGN

Halff will prepare engineering drawings and specifications for the proposed water mains. Progress submittals will be provided at the 60%, 90%, and 100% design milestones, along with an opinion of probable construction cost. The water mains design will meet all FDEP and City of Leesburg design standards. Specifications will be prepared in the 16 Division CSI format. Front end Division 0 specifications will be provided by the City's Purchasing Department.

FEE: \$47,142.72

PHASE 400 UTILITY PERMITTING

Halff will prepare the Florida Department of Environmental Protection "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" and make submittal to FDEP along with the required supporting documentation. Halff will also respond to Requests for Additional Information received from FDEP.

The City of Leesburg will pay the applicable permit application fees.

FEE: \$4,480.88

PHASE 500 PROJECT ADMINISTRATION

Halff will provide administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phases. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project. Internal quality assurance and quality control activities for the water main design, invoicing, and project management are also included in this Task.

FEE: \$7,001.76



PHASE 600 CONSTRUCTION ADMINISTRATION

Halff will provide construction administration services for the project including:

- Attending the pre-construction meeting.
- Reviewing shop drawing submittals.
- Responding to requests for information (RFIs).
- Submit Final Clearance application to FDEP

FEE: \$4,993.12

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$1,000.00 (BUDGET)



Our fees for the described services are outlined in the following table. We have provided "Lump Sum Fees" for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$ 39,200.00
PHASE 200	\$ 114,400.00
PHASE 300	\$ 47,142.72
PHASE 400	\$ 4,480.88
PHASE 500	\$ 7,001.76
PHASE 600	\$ 4,993.12
PHASE 9999 *	\$ 1,00.00 (BUDGET)
TOTAL*	\$ 218,218.48

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Right-of-way and/or easement acquisition services (all proposed improvements anticipated to be installed within existing rights-of-way)
- Sketch/legals for utility easements or right-of-way acquisition
- Hydraulic modeling
- Geotechnical Investigation
- Environmental Assessment
- Construction Inspection

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED

Engineer: Halff Associates, Inc.

Signature: _____

Name: Michael Scullion

Title: Senior Project Manager, AVP

Date: July 10, 2025

APPROVED

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 'A'
COMPENSATION / HOURLY RATES

Position Description	Base Period Through Sept. 30, 2023	Period 2 10/1/2023 to 9/30/2024 Base + 4%	Period 3 10/1/2024 to 9/30/2025 Period 2 + 4%
Engineer I	\$ 98.19	\$ 102.12	\$ 106.20
Engineer II	\$ 114.66	\$ 119.25	\$ 124.02
Engineer III	\$ 153.66	\$ 159.81	\$ 166.20
Engineer IV	\$ 206.49	\$ 214.75	\$ 223.34
Engineer V	\$ 269.73	\$ 280.52	\$ 291.74
Field Tech I	\$ 57.75	\$ 60.06	\$ 62.46
Field Tech II	\$ 72.00	\$ 74.88	\$ 77.88
Field Tech III	\$ 86.49	\$ 89.95	\$ 93.55
LA/Planner III	\$ 131.10	\$ 136.34	\$ 141.80
LA/Planner IV	\$ 173.07	\$ 179.99	\$ 187.19
LA/Planner V	\$ 247.59	\$ 257.49	\$ 267.79
Office Tech I	\$ 66.75	\$ 69.42	\$ 72.20
Office Tech II	\$ 75.75	\$ 78.78	\$ 81.93
Office Tech III	\$ 97.14	\$ 101.03	\$ 105.07
Office Tech IV	\$ 126.66	\$ 131.73	\$ 137.00
Office Tech V	\$ 197.37	\$ 205.26	\$ 213.48
Scientist I	\$ 75.00	\$ 78.00	\$ 81.12
Scientist III	\$ 128.37	\$ 133.50	\$ 138.84
Scientist IV	\$ 180.30	\$ 187.51	\$ 195.01
Specialist I	\$ 86.55	\$ 90.01	\$ 93.61
Specialist II	\$ 98.13	\$ 102.06	\$ 106.14
Specialist V	\$ 230.76	\$ 239.99	\$ 249.59
Surveyor II	\$ 99.00	\$ 102.96	\$ 107.08
Surveyor IV	\$ 175.95	\$ 182.99	\$ 190.31

Fee Estimate Breakdown

PHASE	Engineer II	Engineer III	Engineer V	Sub Consultant \$	Staff Hours By Activity	Total Phase Fee
	\$124.02	\$166.20	\$291.74			
Phase 100 Subsurface Utility Location				\$39,200.00		\$39,200.00
Phase 200 Route Survey				\$114,400.00	0	\$114,400.00
Phase 300 Utility Engineering Design	160	80	48		288	\$47,142.72
Phase 400 Utility Permitting	16	8	4		28	\$4,480.88
Phase 500 Project Administration			24		24	\$7,001.76
Phase 600 Construction Administration		16	8		24	\$4,993.12
Phase 9999 Reimbursables						\$1,000.00
Total Staff Hours	176	104	84		364	
Total Staff Cost	\$21,827.52	\$17,284.80	\$24,506.16	\$153,600.00		\$218,218.48

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.6.

Meeting Date: September 8, 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 amend an existing contract with JONES EDMUNDS & ASSOCIATES, INC.; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing Jones Edmunds & Associates, Inc. to enter into an agreement extending the terms of the original agreement for an additional three (3) years.

Analysis:

The purpose of this amendment is to extend the contract until September 30, 2028.

Procurement Analysis:

On June 13, 2022, the City of Leesburg entered into a contract with Jones Edmunds & Associates, Inc. The purpose of this solicitation was to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 - Consultants Competitive Negotiation Act.

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 AMEND AN
EXISTING CONTRACT WITH JONES EDMUNDS & ASSOCIATES,
INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with JONES EDMUNDS & ASSOCIATES, INC. whose address is 730 NE Waldo Road, Gainesville, Florida 32641, for professional engineering services for utilities project.

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 8th day of September 2025.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
TO A CONTINUING SERVICES 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 0630 (hereinafter referred to as the "CITY"), and **JONES EDMUNDS & ASSOCIATES, INC.** whose address is 730 NE Waldo RD, Gainesville, FL 32641 (hereinafter referred to as the "PROFESSIONAL").

WITNESSETH:

WHEREAS, on June 13, 2022, the CITY and PROFESSIONAL entered into a Continuing Services Agreement for professional engineering services for utilities projects (hereinafter referred to as the "Master Agreement") pursuant to Florida Statute 287.055. The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into an Amendment extending the term of the original Master Agreement.

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 extend the term of the agreement through September 30, 2028.
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.

JONES EDMUNDS & ASSOCIATES, INC.

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Aug 13, 2025 11:14:14 EDT)

Its: President & CEO
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, Attorney

ATTACHMENT 'A'**COMPENSATION / HOURLY RATES**

Position Description	Period 4 10/1/25 - 9/30/26 Period 3 + 4%	Period 5 10/1/26- 9/30/27 Period 4 + 4%	Period 6 10/1/27- 9/30/28 Period 5 + 4%
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GROUP: ENGINEERING / SCIENCE

Project Officer	\$309.34	\$321.71	\$334.58
Senior Project Manager	\$269.96	\$280.76	\$291.99
Project Manager	\$236.23	\$245.67	\$255.50
Senior Engineer	\$281.22	\$292.46	\$304.16
Senior Scientist	\$196.85	\$204.73	\$212.91
Project Engineer	\$224.97	\$233.97	\$243.33
Project Scientist	\$174.36	\$181.33	\$188.58
Engineer	\$163.10	\$169.63	\$176.41
Engineer Intern or Associate Scientist	\$140.61	\$146.23	\$152.08

GROUP: CADD

Designer	\$151.86	\$157.94	\$164.25
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GROUP: GIS

Systems Analyst	\$230.60	\$239.82	\$249.42
Senior GIS Analyst or Senior GIS Programmer	\$168.73	\$175.48	\$182.50
GIS Analyst or Programmer	\$134.98	\$140.38	\$146.00
Database Administrator	\$191.22	\$198.87	\$206.83

GROUP: ENVIRONMENTAL

Environmental Data Analyst	\$106.86	\$111.13	\$115.58
Field Technician Environmental	\$123.74	\$128.69	\$133.84

GROUP: CONSTRUCTION

Construction Administrator	\$196.85	\$204.73	\$212.91
Senior Field Representative Construction	\$140.61	\$146.23	\$152.08
Construction Project Coordinator	\$106.86	\$111.13	\$115.58

GROUP: ADMINISTRATIVE

Senior Administrative Assistant	\$112.49	\$116.99	\$121.67
Senior Technical Editor	\$163.10	\$169.63	\$176.41

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.7.

Meeting Date: September 8, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request to remove and replace the roof of the Leesburg Police Department headquarters. The existing roof has significantly deteriorated due to age and prolonged exposure to the elements. The proposed roof replacement services will be procured through The Garland Company, Inc.

Staff Recommendation:

Staff recommends approval of the request to remove and replace the roof of the Leesburg Police Department Headquarters using **OMNIA Contract No. PW1925**.

Analysis:

The existing roof at the Leesburg Police Department Headquarters has significantly deteriorated due to age and prolonged exposure to environmental elements. The condition of the roof now poses potential risks to the facility's structural integrity and operational continuity. Replacing the roof is necessary to maintain a safe and functional environment for public safety personnel and equipment.

Procurement Analysis:

The City will procure the roof replacement services through an existing cooperative purchasing agreement under OMNIA Contract No. PW1925. In accordance with the terms of this contract, staff obtained a quote from The Garland Company, Inc. in the amount of \$829,801.00.

This procurement method ensures compliance with applicable purchasing policies while leveraging competitive bid pricing and contract terms.

Options:

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

Fiscal Impact:

The Garland Company, Inc.

Roof Asset Management Program



City of Leesburg | Police HQ Roof Replacement | Proposal Package

Prepared For
Neil Gaines | Jim Grindrod

August 12, 2025

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Client Data



CITY OF LEESBURG
550 SOUTH 14TH STREET
LEEBURG, FLORIDA 34748



Client Data

Name	City of Leesburg		
Address 1	550 South 14th Street		
City	Leeburg	State	Florida
ZIP	34748	Country	United States

Contact Info

Contact Person	Neil Gaines	Title	Deputy Director Public Works
Mobile Phone:	352-571-0989	Office Phone:	352-728-9786 x-3211
Email:	neil.gaines@leesburgflorida.gov		



SHEET	TITLE
GENERAL	
A01	COVER SHEET
ARCHITECTURAL	
A02	PRESSURE DIAGRAM & TAPERED LAYOUT
A03	TOP PLAN
A04	DETAILS

SHEET INDEX

SHEET		TITLE
GENERAL	COVER SHEET	
A01		
ARCHITECTURAL		
A02	PRESSURE DIAGRAM & TAPERED LAYOUT	
A03	ROOF PLAN	
A04	DETAILS	

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WIND PRESSURE DIAGRAM

GABLE ROOF

1. BASIC WIND SPEED 150 MPH

2. BUILDING TYPE ENCLOSED

3. EXPOSURE CATEGORY C

4. RISK CATEGORY IV

5. IMPORTANCE FACTOR 1.00

6. DESIGN ROOF HEIGHT 30 FT

7. TOPOGRAPHY FACTOR 1.00

8. ROOF SLOPE 25 UNITS PER 12

9. DECK TYPE STEEL

10. PANEL TYPE

11. # PER CLIP

12. SAFETY FACTOR

13. CLIP PULLOUT

14. ULTIMATE PULLOUT

15. ALLOWABLE CLIP LOAD

16. PANEL SAFETY FACTOR

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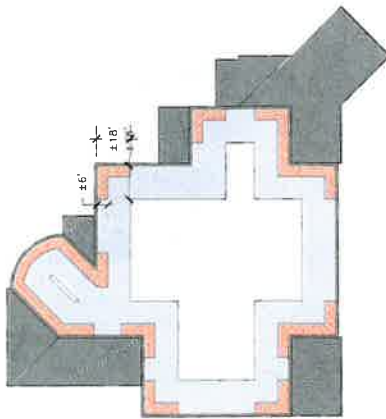
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FLAT ROOF WIND PRESSURE DIAGRAM
SCALE: 1" = 30'



WIND PRESSURE
ZONE DESIGNATION

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GABLE ROOF

1. BASIC WIND SPEED 140 MPH

2. BUILDING TYPE ENCLOSED

3. EXPOSURE CATEGORY C

4. RISK CATEGORY III

5. IMPORTANCE FACTOR 1.00

6. DESIGN ROOF HEIGHT 18 FT

7. TOPOGRAPHY FACTOR 1.00

8. ROOF SLOPE 4 UNITS PER 12

9. DECK TYPE STEEL (22 GAUGE)

10. PANEL TYPE R-MER SPAN

11. # PER CLIP

12. SAFETY FACTOR

13. CLIP PULLOUT

14. ULTIMATE PULLOUT

15. ALLOWABLE CLIP LOAD

16. PANEL SAFETY FACTOR

17. WIND PRESSURE

18. WIND SPEED

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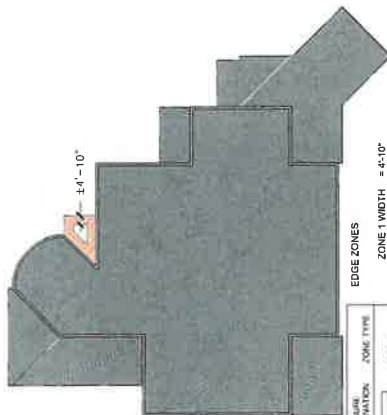
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SS ROOF WIND PRESSURE DIAGRAM
SCALE: 1" = 30'



WIND PRESSURE
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WIND PRESSURE DIAGRAM

GABLE ROOF

1. BASIC WIND SPEED 150 MPH

2. BUILDING TYPE ENCLOSED

3. EXPOSURE CATEGORY C

4. RISK CATEGORY IV

5. IMPORTANCE FACTOR 1.00

6. DESIGN ROOF HEIGHT 30 FT

7. TOPOGRAPHY FACTOR 1.00

8. ROOF SLOPE 25 UNITS PER 12

9. DECK TYPE STEEL

10. PANEL TYPE

11. # PER CLIP

12. SAFETY FACTOR

13. CLIP PULLOUT

14. ULTIMATE PULLOUT

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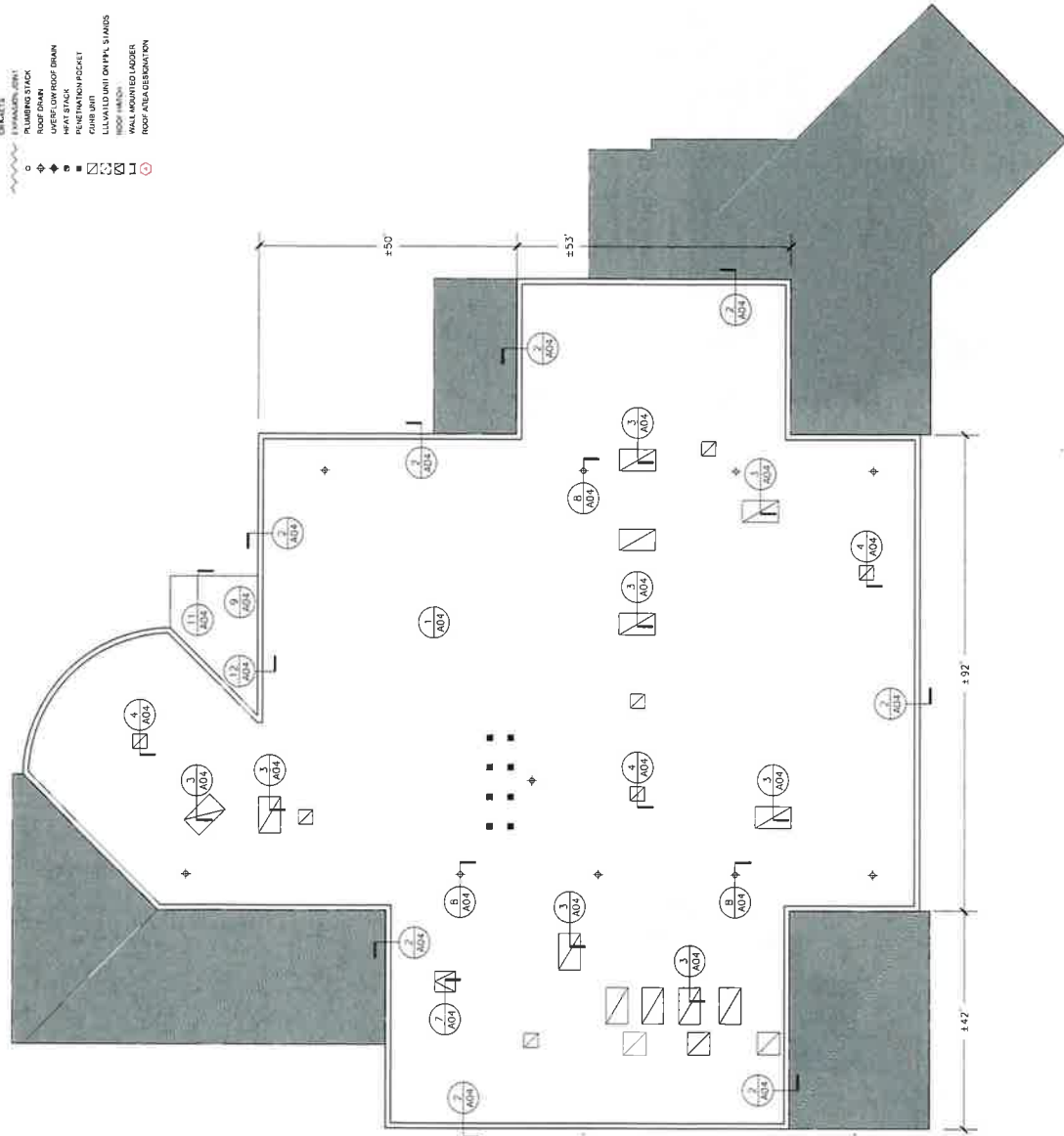
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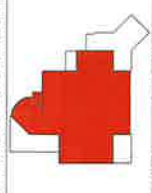
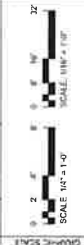
- One ply of Stresply Plus FR mineral used as cap sheet
 - Cap sheet set in Flashing Bond at a rate of 2.5 gallons per square

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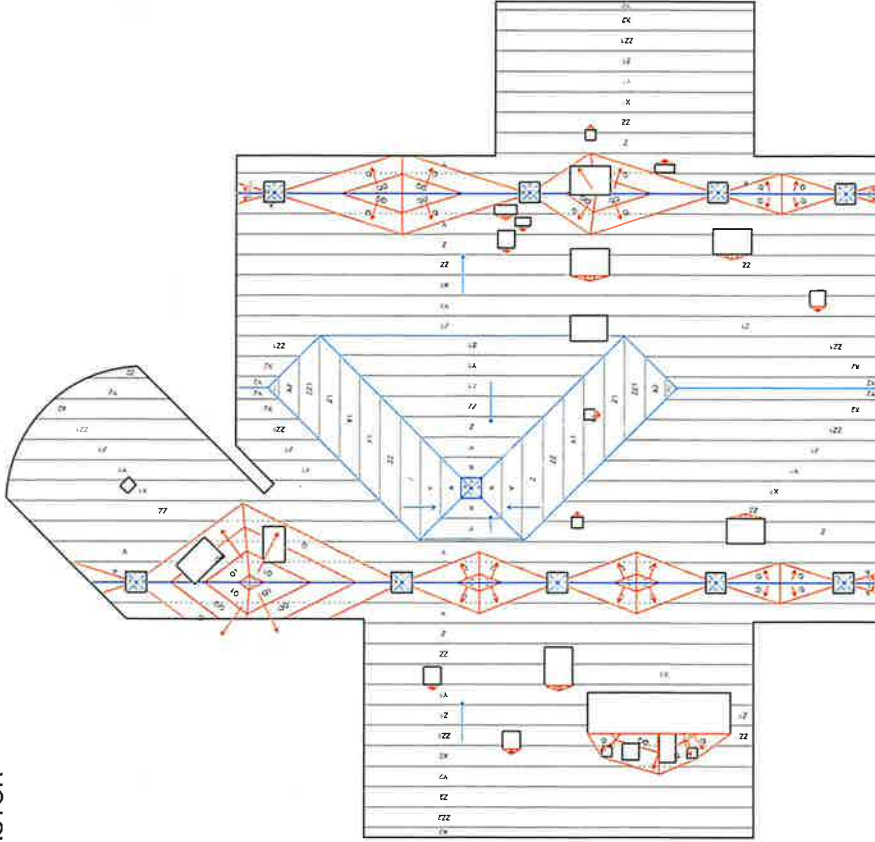
ROOF EDGE TRIM VALLEY HANDS
ROOF FLASHING
SCUPPER
GUTTER
PLUMBING STACK
ROOF DRAIN
OVERFLOW ROOF DRAIN
HEAT STACK
PENETRATION POCKET
GIRTH UNIT
LULLWALL UNIT ON PLY. SLABS
ROOF HATCH
WALL MOUNTED LADDER
ROOF AREA DESIGNATION



since 1895

[illegible][illegible][illegible]

1. DESIGN IS BASED ON ATTACHED SKETCH - APPROVAL REQUIRED BEFORE SUBMITTAL DRAWING CREATION
2. DESIGN UTILIZES AN EXTENDED PANEL SYSTEM WITH 4.0" FILL BOARDS TO REDUCE APPLIED SQUARES
3. DESIGN UTILIZES A 1/4" TAPER SLOPE & 1/2" CRICKET SLOPE AS PER RFQ
4. DESIGN INCLUDES A 4.0" BASE LAYER TO ACHIEVE MIN. R 25 AS PER RFQ
5. DESIGN INCLUDES 10 4'X4' FACTORY PRE-CUT SUMPS (3.5" - 4.5")
6. OVERLAY BOARDS ARE TO BE BY CONTRACTOR



QUOTED PRICE IS ONLY GOOD THRU STATED DATE BELOW AND WILL BE INVOICED WITH CURRENT PRICING AT TIME OF DELIVERY - NOT TO SCALE - FOR BIDDING PURPOSES ONLY

TAPERED SYSTEM PROPERTIES

TAPERED PANELS: WPG TAPERED 25 PSI
FILL PANELS: WPG FLAT 25 PSI
CRICKET PANELS: WPG TAPERED 25 PSI
FILL PANELS: WPG FLAT 25 PSI

TAPERED SPECS
MIN. THICKNESS: 4.5" MIN. THICKNESS: 0.5"
MAX. THICKNESS: 17.0" MAX. THICKNESS: 7.1"
SLOPE (in/ft): 1/4", 1/2" SLOPE (in/ft): 1/2"

R-VALUE PER INCH: 5.7
MINIMUM R-VALUE: 25
AVERAGE R-VALUE: 59.70

TOTAL SQUARES OF APPLICATION: 485

TAPER ROOF SQ/FT: 17,338 FLAT ROOF SQ/FT: N/A
TAPER SQUARES: 173 FLAT SQUARES: N/A
CRICKET SQUARES: 20 TOTAL SQUARES: 227.4
FILL SQUARES: 120 TOTAL STACKS: 0
BASE LAYER: 172 TOTAL TRUCKS: 4.74

*PRICE IS FOR MATERIAL ONLY & DOES NOT INCLUDE ANY FREIGHT OR FUEL SURCHARGES.
*ADDITIONAL FREIGHT WILL BE APPLIED IF TRUCK(S) CANNOT BE FILLED OUT.

PROJECT

Leesburg Police Headquarters

Leesburg, Florida

PRICING VALID THRU

09/30/25

PROJECT NUMBER

106491B01

DATE: 07/24/2025

DESIGNER: Paul Bilinski





THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST STREET - CLEVELAND, OHIO 44105-2197
P. (216) 641-7500 - F. (216) 641-0633 - 800-321-9336 - www.garlandco.com

Preliminary Pressure Calculations

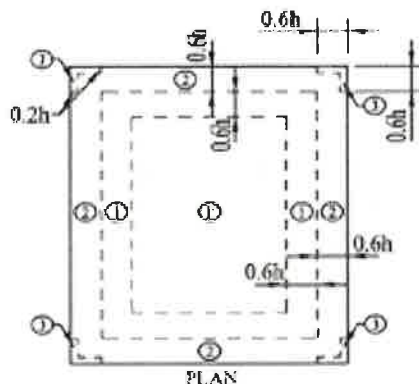
Date 7/12/2025 TPERKINS 7.6
Sales Rep Scott Fryer
City Leesburg
State FL

Project Name City of Leesburg PD Headquarters
Roof Sections Main Section- Gravel BUR

Design Code	ASCE 7-22	ASD	Base Velocity Pressure	28.8	psf	Gcpi = 0.55
Exposure Category	C		Roof Type	Gable		
Risk Category	IV		Edge Zones			
Wind Speed	150	mph	Zone 1 width =	18'-0"		
Design Roof Height:	30	ft	Zone 2 width =	18'-0"		
Minimum Building Width:	164	ft	Zone 3 width =	6'-0"		
Roof Pitch (X, Y)	0.25	:	Zone 3 length =	18'-0"		
Roof Angle	1.19	deg	=			
Parapet ≥ 36" Entire Roof	No		=			
Deck Type	Steel		Zone Image	a =	18'-0"	

Notes:

Consult Garland's Technical team for approved coping profiles.



Zone Pressures (psf)

Zone 1'	Zone 1	Zone 2	Zone 3			Wall Perimeter	Wall Corner
41.8	64.8	82.1	108.0			Zone 4	Zone 5
						44.4	52.1

Notes:

Consult Garland's Technical team for approved coping profiles.



THE GARLAND COMPANY, INC.

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Fascia

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Project Name City of Leesburg PD Headquarters

City Leesburg

Roof Sections Main Section- Gravel BUR

State FL

ANSI/SPRI ES-1 FASCIA PRELIMINARY DESIGN

Project Data

Design Wind Speed: 150 mph
Roof Eave Height: 30.00 feet
+
Tallest Parapet: 3.00 feet
||
Metal Edge Eave Height: 33.00 feet
Exposure Category: C
Importance Classification: IV

Design Wind Pressure ASCE 7-22 ASD

Basic Velocity Pressure: 29.37 psf
Horizontal Design Pressure: 53.16 psf

ES-1 Fascia Load

Vertical Face Dimension: 7.25 inches
Fascia Design Load: 88.77 psf

ES-1 Tested Fascia System

Product Designation: MEA-RMF-Fascia725-Z24

System Description: R-Mer Force Fascia 7.25" x 24 GA w/ RMEBF-700 Base Frame

Maximum Tested Load: 320 psf
Max. Vertical Face Dim.: 7.25 inches

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Scope Summary and Specification

Florida Product Approval:
Report No.: NER-GRL-001.R3
Revision 3:
2025-06-24
System number S-25
MDP (psf) -150.0

Scope Summary:

Field:

- Demo existing system down to structural steel deck
- Loose lay Polyiso insulation according to Garland provided plan.
- Attach ½" Densdeck recovery board using approved fasteners per FPA.
 - Fastener pattern to be provided by Garland/DBS services.
- Fastener plates to be primed with Garla Prime prior to base sheet application.
- Cant strips to be installed at all transitions of 45 degrees or greater
 - ProStop FR primer to be utilized on cant strips prior to base sheet application
- Attach one ply HPR Torchbase according to application guidelines
 - Positive Drainage required to be approved by Manufactures Rep. prior to cap sheet application.
 - Over torched areas to be patched seam to seam if scrim is visible in sections.
- Attach one ply Stressply IV plus Mineral.
 - Standard Grey Mineral to be applied to bleed lines
 - Bleed lines to be 1/8" to ¼" throughout
- New pitch pans installed throughout where existing
 - 20g Stainless steel flat sheets to be utilized for fabrication
 - Minimum 4" flange to be stripped into field areas
 - Seams to be soldered, no pop rivets permitted.
 - Stainless caps to be attached to pitch pans using stainless pop rivets
- New lead installed around plumbing stacks
- Liquid flashing can be utilized around simple penetrations
 - Tuff Flash LO and polyester fabric
- Lightning Protection to be Installed and recertified utilizing third party

Flashings: (Curb, Base)

- Cant strips to be installed at all transitions of 45 degrees or greater
- One ply of Stress base 80 plus base ply to be installed
- Interply Adhesive to be utilized is Flashing Bond at 2.5 gallons per square.
- One ply of Stressply Plus FR mineral used as cap sheet set in Flashing Bond at 2.5 gallons per square.
- Vertical seams to be three coursed
 - Silver flash and Gar-mesh to be utilized
- Termination bar to be installed and three coursed utilizing Silver flash and Gar-mesh
- Counter flashing metal installed
 - Garland 22g flat sheets to be utilized
 - Standard Kynar finish
 - Tuff Stuff to be applied on receiver edge of counter flashing metal

Flashings: (Parapet)

- Cant strips to be installed at all transitions of 45 degrees or greater
- One ply of Stress base 80 plus base ply to be installed

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- Wood nailer to be inspected and replaced at unit cost basis as needed.
 - Nailer to be primed with Pro Stop FR primer at .5 gallon per square
- One ply Stressbase Plus 80 to be installed
 - Base sheet to be ran up and over Nailer by at least 2 inches.
- Interply Adhesive to be utilized is Flashing Bond at a rate of 2.5 gallons per square.
- One ply of Stressply Plus FR mineral used as cap sheet
 - Cap sheet set in Flashing Bond at a rate of 2.5 gallons per square.
 - Cap sheet to be cut flush with exterior of wood Nailer transition.
- Vertical seams to be three coursed
 - Silver flash and Gar-mesh to be utilized
- RMER force coping metal to be installed
 - Gauge to be determined by stretch out and Garland Engineering Services
 - Contractor to confirm stretch-out needed
 - 22G Standard Kynar finish to be determined by Owner

Drainage:

- Internal Roof Drains
 - New lead installed
 - New Cast Iron Strainers, Bolts and Drain Clamp
- Drains to be sumped 4'x4' per taper design package provided by Garland provided taper design
- Overflow scuppers to utilize 24G stainless flat sheets
 - Sheets to be sourced locally by contractor
 - Minimum 4" flange required
 - No pop rivets
 - Seams and corners to be soldered

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PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Torch Applied 2-Ply Asphalt Roofing (StressPly IV Plus). (2.9)(3.8)
- B. Accessories. (2.12)
- C. Edge Treatment and Roof Penetration Flashings. (2.13)(3.9)

1.2 RELATED SECTIONS

- A. Section 05 30 00 - Metal Decking.
- B. Section 06 10 00 - Rough Carpentry.
- C. Section 07 22 16 - Roof Board Insulation.
- D. Section 07 62 00 - Sheet Metal Flashing and Trim.
- E. Section 07 72 33 - Roof Hatches.

1.3 REFERENCES

- A. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- B. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and

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Waterproofing.

- C. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- D. ASTM D 3019 - Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibred, and Fibred.
- E. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- F. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- G. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- H. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- I. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- J. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- K. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- L. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- M. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- N. UL - Fire Resistance Directory.
- O. FBC - Florida Building Code.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
 - 2. Underwriters Laboratory Class A Rating.
 - 3. Intertek/Warnock Hersey Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2. Live Load: Not to exceed original building design.
 - 3. Garland Engineering Services to provide wind uplift calcs.
 - 4. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of

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the existing roof structure.

- D. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1. Florida FBC (For use outside Miami-Dade and Broward Counties):
 - a. Membrane Systems FL:
 - 1) Report No.: NER-GRL-001.R3
 - 2) Revision 3: 2025-06-24
 - 3) Page 17 of 28
 - 4) System No.: S-25
 - 5) MDP (psf) -150.0

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor retarder, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. For torch applications, installer must be NRCA - CERTA trained and must utilize CERTA compliant application methods.
- E. Installer's Field Supervision: Maintain a full-time, Non-working Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

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- F. **Manufacturer's Field Supervision:** A representative of the roof system manufacturer must be present minimum 3 days per week during the roof system installation. At the sole discretion of the manufacturer's Representatives, days may vary with weather, scheduling and project progression.
- G. **Product Certification:** Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- H. **Source Limitations:** Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Minimum 6' screened fencing installed around lay down area which includes all project related materials, portable restrooms, equipment, trailers, etc. Area to be locked while contractor is not onsite.
- C. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- D. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- E. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- F. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

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- G. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed Edge-To-Edge NDL System Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installer, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition including Garland Metal Components.
 - 1. Warranty Period:
 - a. 30 + 2 years with OMNIA from date of acceptance.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Garland/DBS Omnia Partners contract.

2.2 TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base (Ply) Sheet:
 - 1. HPR Torch Base:
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interply adhesive.
 - 1. StressPly IV Plus Mineral:
- C. Interply Adhesive:
 - 1. NA
- D. Intumescent primer for wood components at perimeters, flashings and penetrations:

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1. Pro-Stop FR:
- E. Flashing Base Ply:
 1. StressBase 80 Plus:
 2. SA Base IV: (required)
- F. Flashing Cap (Ply) Sheet:
 1. StressPly Plus FR Mineral:
- G. Flashing Ply Adhesive:
 1. Flashing Bond:

2.3 ACCESSORIES:

- A. Urethane Sealant Hybrid - Tuff-Stuff MS: One-part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
 1. Tensile Strength, ASTM D 412: 225 psi
 2. Elongation, ASTM D 412: 450-550%
 3. Hardness, Shore A ASTM C 920: 25-35
 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- B. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- C. Non-Shrink Grout GarRock: All weather fast setting chemical action concrete material to fill pitch pans.
 1. Flexural Strength, ASTM C 78: (modified) 7 days 550 psi
 2. High Strength, ASTM C 109: (modified) 28 days 8500 psi (3810 kg).
- D. Pitch Pocket Sealer - Seal-Tite: Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
 1. Durometer, ASTM D 2240: 40-50 Shore
 2. Elongation, ASTM D 412: 250%
 3. Tensile Strength, ASTM D 412: 200 psi @ 100 mil

2.4 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Pre-Manufactured Coping Cap: R-Mer Edge Coping Cap Cover and Splice Plate.
 1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 24-gauge, 22 gauge or 20 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
- B. Pre-Manufactured Coping Cap: R-Mer Edge Coping Chairs.
- C. Pre-Manufactured Edge Metal Finishes:
 1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill.
 2. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer.
Weathering finish as referred by National Coil Coaters Association (NCCA).
Provided with the following properties.
 - 1) Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
 - 2) Bend: ASTM D-4145, O-T / NCCA II-19.
 - 3) Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion.

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- 4) Gloss (60 deg. angle): ASTM D523, 25+/-5%.
 - 5) Reverse Bend: ASTM D2794, no cracking or loss of adhesion.
 - 6) Nominal Thickness: ASTM D1005.
 - a) Primer: 0.2 mils.
 - b) Topcoat: 0.7 mils min.
 - c) Clear Coat 0.3 mils.
 - 7) Color: Provide as specified. (Subject to minimum quantities)
- D. Pitch pans, Rain Collar 24 gauge stainless. All joints should be welded/soldered watertight. See details for design.
- E. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- G. Liquid Flashing - Tuff-Flash Plus LO: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
 1. Tensile Strength, ASTM D 412: 650 psi.
 2. Elongation, ASTM D 412: 325%.
 3. Density @77 deg. F 8.3 lb/gal typical.
- H. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07 62 00 - Sheet Metal Flashing and Trim.
 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- I. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07 71 23.
 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 1. Prepare surfaces using the methods recommended by the manufacturer for achieving

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- the best result for the substrate under the project conditions.
2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Metal Deck: Metal deck shall be installed as specified in Section
1. Fastening of the deck should comply with the anticipated live and dead loads pertaining to the building as well as applicable Code.
 2. Steel decks shall be minimum 22-gauge factory galvanized or zinc alloy coated for protection against corrosion.
 3. Suitable insulation shall be mechanically attached as recommended by the insulation manufacturer.
 4. Decks shall comply with the gauge and span requirements in the current Factory Mutual FM Approval Guide and be installed in accordance with Loss Prevention Data Sheet 1-28 or specific FM approval.
 5. When re-roofing over steel decks, surface corrosion shall be removed, and repairs to severely corroded areas made. Loose or inadequately secured decking shall be fastened, and irreparable or otherwise defective decking shall be replaced.
- C. Insulation: Roof insulation is specified in Section
1. All joints between layers should be staggered when multiple layers of insulation are installed. Insulation greater than 2.5 inches shall be installed in multiple layers.
 2. Insulation shall be kept dry at all times. Install only as much insulation as can be covered with the completed roofing membrane before the end of the day's work or prior to onset of inclement weather.
 3. Edges shall butt tightly, and all cuts shall fit neatly against adjoining surfaces to provide a smooth overall surface. Gaps of greater than 1/4-inch width shall be filled with insulation.
 4. Install tapered insulation around roof drains and penetrations to provide adequate slope for proper drainage.
 5. Mechanically attached insulation shall be fastened in accordance with code and insurance requirements for the applicable geographic zone with the required number and type of fasteners and plates.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
1. Take extra care during cold weather installation and when ambient temperatures are

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affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.

2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

3.4 INSTALLATION TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base Ply: Install torch base sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing. If wood components are present at perimeters, flashings and penetration locations, an intumescent primer must be applied to the wood components prior to the application of the torch applied cap membrane. A self-adhering base sheet, intended for use with torch-applied cap sheets must also be applied around all perimeters, flashings, curbs and penetrations.
1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
 7. Install base flashing ply to all perimeter and projections details.
- B. Modified Cap (Ply) Sheet: Over torch base sheet underlayment, lay out the roll in the course to be followed and unroll 6 feet (1.8 m). Stagger seams over the torch base sheet seams.
1. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
 2. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 3. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 4. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

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- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06 11 00.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1-49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
 5. All wood blocking, nailers, and cant strips, must be primed with an intumescent primer prior to the application of the base sheet.
- E. Wood Component Intumescent Primer: Intumescent primer shall be applied to all wood components within perimeter conditions, flashing and penetrations, such as wood nailers, blocking sheathing, etc.
1. Before and during primer application, the substrates' surfaces shall be dry, clean and free from loose debris, dust, dirt, grease, oil, and all prior coating materials, such as paint, stains and sealers. The substrate shall not have, nor have been exposed to, treatments, chemicals, coatings, etc. prior to the application of the primer
 2. Prior to application of primer, moisture content of the substrate must be verified to less than 16%
 3. Apply intumescent at a rate of 1/2 gallon per 100 square feet (200 square feet per gallon)
 4. Allow primer to cure prior to application of the base sheet and/or flashing plies.
- F. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00 or Section 07 71 23. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- G. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable sealant at the top edge if required.
- H. Flashing Base Ply: Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
1. Prepare all walls, penetrations, expansion joints, and other surfaces to be flashed with asphalt primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 2. Adhere modified flashing base to the underlying base flashing ply with specified flashing ply adhesive. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 3. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152 mm) o.c. and sealed at top.
 4. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
 5. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
 6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work. When using mineralized cap sheet all stripping plies type IV felt / VersiPly 40 shall be installed prior to cap

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sheet installation.

- I. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.
 1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

3.5 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. Scupper Through Wall (Overflow):
 1. Inspect the nailer to ensure proper attachment and configuration.
 2. Run one ply over nailer up the overflow, into the scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
 3. Install scupper box in a 1/4-inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4-inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 square feet per gallon and allow to dry.
 4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
 5. Strip in flange scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
 6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.
- B. Pre-manufactured Snap-On Coping Cap:
 1. Install miters first.
 2. Position base flashing of the Built-Up and/or Modified Roofing membrane over the wall edge covering nailers completely, fastening 8 inches o.c.. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
 3. Install minimum 16-gauge, 16 inch long by specified width anchor chair at [Contact Garland Representative] feet on center.
 4. Install 6-inch-wide splice plate by centering over 16 inch long by specified width anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately 2 inches from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.

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- C. Surface Mounted Counterflashing/Coping Cap:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
 5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
 6. Secure counterflashing set on butyl tape above flashing. Fasten 8 inches (203 mm) o.c. and caulk top of counterflashing.
 7. Attach tapered board to top of wall (minimum slope 1/4 -12). Do not use organic fiberboard or perlite.
 8. Cover tapered board and all exposed wood with base flashing ply. Fasten inside and out at 8 inches (203 mm) o.c.
 9. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
 10. Install new metal coping cap hooked to continuous cleat.
 11. Fasten inside of cap 24-inch (609 mm) o.c. with approved fasteners and neoprene washers.
- D. Surface Mounted Counterflashing:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
 6. Secure counterflashing set on butyl tape above flashing at 8 inches (203 mm) o.c. and caulk top of counterflashing.
- E. Curb Detail/Air Handling Station:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- F. Exhaust Fan:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.

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2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

G. Roof Drain:

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (30-inch square minimum) in 1/4-inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
5. Install base flashing ply (40-inch square minimum) in bitumen.
6. Install modified membrane (48-inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.
8. Remove drain plug and install strainer.

H. Plumbing Stack:

1. Minimum stack height is 12 inches (609 mm).
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4-inch (6 mm) bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.

I. Pitch Pocket Umbrella:

1. Run all plies up to the penetration.
2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
6. Caulk joint between roof system and pitch pocket with roof cement.
7. Place a water-shedding type bonnet over the top of the pitch pocket and clamp the top with a draw band collar. Caulk the upper edge of the band with an elastomeric sealant.

J. Liquid Flashing:

1. Mask target area on roof membrane with tape.
2. Clean all non-porous areas with isopropyl alcohol.
3. Apply 32 wet mil base coat of liquid flashing over masked area.
4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
5. Apply 48-64 wet mil topcoat of the liquid flashing material over the fabric extending 2 inches (51 mm) past the scrim in all directions.
6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days

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and then install reflective coating.

3.6 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.7 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.8 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent, and 90 percent completion. Provide a final inspection upon completion of the Work.
 - 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 - 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 - 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
 - 4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.9 SCHEDULES

- A. Base (Ply) Sheet:
 - 1. HPR Torch Base: 110 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1,334 N XD 1,334 N
 - c. Elongation at Maximum Tensile, ASTM D 5147

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- 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
 - d. Low Temperature Flexibility, ASTM D5147, Passes -30 deg. F (-34.4 deg. C)
- B. Thermoplastic/Modified Cap (Ply) Sheet:
1. StressPly IV Plus Mineral: 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane with a fiberglass and polyester composite scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 510 lbf XD 510 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2269 N XD 2269 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% XD 8%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 9% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)
- C. Interply Adhesive:
1. Intumescent Primer: Water-based, non-corrosive primer used on wood components (required on torch applied projects). Performance Requirements:
 - a. Dry Time: 60-90 minutes
 - b. Density at 77 degrees F: 11 lbs/gal
 - c. Non-Volatile by Volume: 62%
 - d. VOC (EPA Method 24): 18 g/L
- D. Flashing Base Ply:
1. StressBase 80 Plus: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 6163.
 - a. Tensile Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 140 lbf/in XD 100 lbf/in
 - 2) 2 mm/min. @ -18 +/- 3 deg. C MD 24.5 kN/m XD 17.5 kN/m
 - b. Tear Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 130 lbf XD 100 lbf
 - 2) 2 mm/min. @ -18 +/- 3 deg. C MD 578 N XD 444 N
 - c. Elongation at Maximum Tensile, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - 2) 2 mm/min. @ -18 +/- 3 deg. C MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 6163, Passes -40 deg. F (-40 deg. C)
 2. SA Base IV Base Sheet: 110 mil SBS (Styrene-Butadiene-Styrene) self-adhered base sheet with a woven fiberglass scrim reinforcement.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 75 lbf/in XD 50 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C 13 kN/m XD 9 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 105 lbf XD 100 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C 467 N XD 445 lbf
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 5% XD 5%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 5% XD 5%

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- E. Flashing Cap (Ply) Sheet:
1. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2224 N XD 2224 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 8% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
- F. Flashing Ply Adhesive:
1. Flashing Bond: Asphalt roofing mastic V.O.C. compliant, ASTM D 4586, Type II trowel grade flashing adhesive.
 - a. Non-Volatile Content ASTM D 4479 70% min.
 - b. Density ASTM D 1475 8.3 lbs./gal. (1kg/l)
 - c. Flash Point ASTM D 93 103 deg. F (39 deg. C)

END OF SECTION

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SCOPE SUMMARY:

- Remove existing roof panels to expose structural decking
- Install minimum ½" Densdeck recovery board
- Prime substrate at .5 gal per 100 SqFt
 - Garland SA Primer
- Install 1 ply RMER Seal
- Attached clips and RMER Span panel system per Garland provided shop drawings
 - 12" Panel Width
 - .22G steel
 - Owner selected Kynar finish
- Gutter to be replaced
 - Garland 22G Kynar Finished flat sheets to be utilized
 - Owner to select color
 - 6" x 6" commercial box gutter
 - Downspouts replaced where existing
 - 5" x 5" in size

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PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Standing seam metal roofing system.
- B. Standing seam metal roofing accessories.
- C. Metal roofing accessories.

1.2 RELATED SECTIONS

- A. Section 05 31 23 - Steel Roof Decking.
- B. Section 07 22 16 - Roof Board Insulation.
- C. Section 07 52 00 - Modified Bituminous Membrane Roofing
- D. Section 07 62 00 - Sheet Metal Flashing and Trim.
- E. Section 07 71 23 - Manufactured Gutters and Downspouts

1.3 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- C. ASTM A 875 - Standard Specification for Steel Sheet, Zinc-5 % Aluminum Alloy-Coated by the Hot-Dip Process
- D. ASTM E 84 - Standard Test for Surface Burning Characteristics of Building Materials.
- E. of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- F. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- G. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- H. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.
- I. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- J. FM 4470 Approval Standard for Class 1 Panel Roofs.
- K. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.
- L. UL 263 - Fire Tests of Building Constructions and Materials.
- M. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.

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- N. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.
- O. UL 1897 - Uplift Test for Roof Covering Systems.
- P. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.
- Q. SMACNA - Architectural Sheet Metal Manual.
- R. National Coil Coating Association (NCCA)
- S. NRCA - The NRCA Roofing and Waterproofing Manual.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Standing Seam Roofing System: R-Mer Span
 - 1. Thermal Expansion and Contraction:
 - a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - b. Design temperature differential shall be not less than 200 degrees F.
 - c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
 - d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Project Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.
 - 2. Uniform Wind Load Capacity:
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Safety Factor: 1.67 after any load reduction or material stress increase.
 - 3) Wind Uplift calculations to be provided by Garland Engineering Services
 - b. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.
 - c. Underwriters' Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 1-90, as defined by UL 580
 - d. FM 4471: Submit test report for negative wind uplift pressures no less than that specified. Roof system must have approval over the substrate specified.
 - 3. Uniform Positive Load Capacity.
 - a. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.
 - 4. Underwriters' Laboratories, Inc., (UL):
 - a. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.
 - b. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.
 - 5. ASTM E 283: Static pressure air infiltration (doors, windows, curtain walls):
 - a. Pressure Leakage Rate
 - 1) 1.57 PSF 0.0007 cfm/sq.ft.
 - 2) 6.24 PSF 0.0002 cfm/sq.ft.
 - 3) 20.0 PSF 0.0036 cfm/sq.ft.
 - 6. ASTM E 331: Static pressure water infiltration (doors, windows, curtain walls):

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- a. Pressure Result:
 - 1) 5 Gal. /Hr. per S.F. and Static No Leakage
 - 2) Pressure of 20.0 Psf. for 15 minutes
- 7. ASTM E 1680: Static pressure air infiltration (roof panels):
 - a. Pressure Leakage Rate:
 - 1) 1.57 PSF 0.0012 cfm/sq.ft.
 - 2) 6.24 PSF 0.0001 cfm/sq.ft.
 - 3) 20.0 PSF 0.0011 cfm/sq.ft.
- 8. ASTM E 1646: Static pressure water infiltration (roof panels):
 - a. Pressure Result:
 - 1) 5 Gal. /Hr. per S.F. and Static No Leakage
 - 2) Pressure of 20.0 Psf for 15 minutes
- 9. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
- 10. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
- 11. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
- 12. Installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.
- 13. Water penetration in low slope applications: No water penetration or panel movement when subject to 6 inch head of water for 6 hours when tested in accordance with the ASTM E 2140 and when subject to 6 inch head of water for 7 days when tested in accordance with the TAS 114 appendix G.
- 14. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Submit product data, test reports, and certifications in accordance with quality assurance and performance requirements specified herein.
- C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.
- D. Dead Load Evaluation: Provide documentation from a licensed structural engineer of a structural evaluation of the roof structure and its suitability for the new imposed roofing loads.
- E. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products.
- F. Closeout Submittals:
 - 1. Provide manufacturer's maintenance instructions that include recommendations for periodic checking and maintenance of installed roof system.
 - 2. Provide executed copy of manufacturer's warranty.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Certified and approved installer of the sheet metal roofing

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manufacturer.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 - 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 6. Review required inspection, testing, certifying procedures.
 - 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
 - 1. Store materials above ground, on skids.
 - 2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.
 - 3. Manufacturer's product crates are designed for transportation only, not intended for loading materials to roof.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

- A. 30 year, no dollar limit, warranty.
 - 1. 30 year, no dollar limit watertight warranty for roofs over a 1/4:12 slope.
 - 2. Provide installers 5 year minimum warranty covering roofing system installation and water-tightness.

City of Leesburg
Police HQ Metal Roof Section Replacement
Scope Summary + Specification

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com. Email: tconnery@garlandco.com. Phone: 941.524.2801
- B. Substitutions: Not permitted.

2.2 STANDING SEAM METAL ROOFING

- A. R-Mer Span:
1. Width of Standing T-Seam Panel: 1 inch T-seam.
 - a. 12 inches.
 2. Standing Seam: 2-3/8 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip.
 3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel.
 - a. Slope: Open Purlins or Solid Substrate down to 1/4:12.
 4. Panel material:
 - a. Galvanized steel 22 gauge, G90, smooth as per ASTM A 653.
 5. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
 6. Coated Finish:
 - a. Exposed surfaces for coated panels:
 - 1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - 2) Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
 7. Accessory Components:
 - a. Anchor Clips:
 - 1) Concealed Standard Anchor Clips: Clips 16 gauge galvanized steel, 1 piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
 - 2) Two piece clips are unacceptable.
 - 3) Sealant applied in panel cap must be isolated from clip to ensure that no sealant damage occurs from the movement of the panel during expansion and contraction.
 - 4) Clip must maintain a clearance of a minimum of 3/8 inch between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
 - b. Gable anchor clips for:
 - 1) Standing Seam style.
 - a) Galvanized steel, minimum thickness: 16 gauge.
 - c. Fasteners:
 - 1) Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements.

City of Leesburg
Police HQ Metal Roof Section Replacement
Scope Summary + Specification

- 2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
- d. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
- e. Provide all miscellaneous accessories for complete installation.

2.3 STANDING SEAM METAL ROOFING ACCESSORIES

- A. Underlayment:
 - 1. 40 mil minimum high temp self-adhered membrane, installed in accordance with manufacturer's recommendations.
 - a. RMER Seal
- B. Insulation:
 - 1. Not applicable
- C. Barrier Boards:
 - 1. Gypsum Wallboard 1/2 inch minimum protective barrier with a Class A fire rating over deck surfaces.
 - a. DensDeck
- D. Sealant:
 - 1. Concealed Applications: Non-Curing Butyl Sealant - Schnee-Morehead, Inc. SM5430 Acryl-R, or equal.
 - 2. Exposed Applications: UV Resistant Tripolymer Sealant - Geocel Corporation, 2300 Tripolymer Sealant, or equal.

2.4 METAL ROOFING ACCESSORIES

- A. R-Mer SS Sheet Stock: High gloss, factory painted aluminum
 - 1. Material and Thickness:
 - a. 22 gauge steel
 - b. Kynar finish to be selected by owner

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive metal roofing. Notify the Architect in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.
- B. Structural Deck Substrate:
 - 1. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, and properly sloped.
 - 2. Verify deck is dry and joints are solidly supported and fastened.
 - 3. Verify wood nailers are installed and correctly located. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel.
- C. Structural Framing Substrate:
 - 1. Verify primary and secondary framing members are installed and fastened, properly aligned and sloped.
 - 2. Verify damaged shop coatings are repaired with touch up paint.
- D. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set,

City of Leesburg
Police HQ Metal Roof Section Replacement
Scope Summary + Specification

reglets are in place, and nailing strips located.

- E. Correct defective conditions before beginning work.

3.2 INSTALLATION

- A. Install metal roof system in conformance with the NRCA Roofing and Waterproofing Manual, SMACNA Architectural Sheet Metal Manual, Manufacturers approved shop drawings and installation requirements.
- B. Manufacturer to provide panels specific to the project. Fabrication of the panels by the installing contractor is prohibited.
- C. Coordinate with installation of rigid board insulation as specified in Section 07 25 00 - WeatherBarriers.
- D. Install all panels continuous from ridge to eave. Transverse seams are not permitted.
- E. Install underlayment and eave protection sheet underlayment as recommended by the Manufacturer.
- F. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.
- G. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.
- H. Where not otherwise indicated conform to SMACNA details including flashings and trim.
- I. Install sealants where indicated to clean dry surfaces only without skips or voids.
- J. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.
- K. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
P. (216) 641-7500 • F. (216) 641-0633 • 800-321-9336 • www.garlandco.com

Preliminary Pressure Calculations

Date 7/10/2025 FTORRES 7.6
Sales Rep Scott Fryer
City Leesburg
State FL

Project Name City of Leesburg PD Headquarters
Roof Sections SS Roofs

Design Code ASCE 7-22 ASD
Exposure Category C
Risk Category III
Wind Speed 140 mph
Design Roof Height: 16 ft
Minimum Building Width: 52 ft
Roof Pitch (X, Y) 4 : 12
Roof Angle 18.43 deg
Parapet ≥ 36" Entire Roof No

Base Velocity Pressure 22.1 psf Gcpi = 0.55

Roof Type Hip

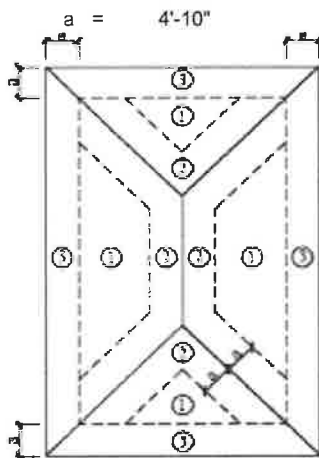
Edge Zones
Zone 2 width = 4'-10"
Zone 3 width = 4'-10"
Zone 3 length = 4'-10"
=
=
=

Deck Type Steel
Deck Thickness 22 gauge

Panel Type R-MER Span
Width 16 in
Material 22/22 GA Steel

Fastener Steel: Concealor #14-13 DP1
per clip 2
Safety Factor 3
Clip Pry Coefficient 1.25
Ultimate Pullout 360 psf
Allowable Clip Load 192 psf
Panel Safety Factor 2

Zone Image



Zone Pressures (psf)

Zone 1	Zone 2	Zone 3				Zone 4	Zone 5
51.9	65.1	69.5				36.4	43.0

Wall Perimeter Wall Corner

Clip Spacing ft / in

Zone 1	Zone 2	Zone 3				Zone 4	Zone 5
2'-9"	2'-2"	2'-0"				3'-11"	3'-4"

Notes:

Use 2'-0" O/C clip spacing for all monoslope roof sections.

City of Leesburg
Police Department Headquarters Roof Replacement
Scope Summary and Specification

Control Joint sealant replacement on NW parapet wall.

- Remove existing sealant in vertical control joints along NW parapet wall.
 - Clean area thoroughly before applying new sealant.
- Apply backer rod and Green-Lock Sealant XL- Tan to joint and tool in appropriately.

City of Leesburg
Police Department Headquarters Roof Replacement
Addendum

Recovery board Requirement

- Contractors are to supply the recovery board needed for the assembly.
 - Minimum 1/2" Dendeck boards to be utilized.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Leesburg
PD Headquarters
115 E Magnolia St
Leesburg, FL 34748

Date Submitted: 08/11/2025

Proposal #: 25-FL-250796

MICPA # PW1925

Florida General Contractor License #: CGC1533467

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

Field:

1. Demo existing system down to structural steel deck.
2. Loose lay Polyiso insulation according to Garland provided plan.
3. Attach ½" Densdeck recovery board using approved fasteners per FPA. Fastener pattern to be provided by Garland/DBS services.
4. Fastener plates to be primed with Garla Prime prior to base sheet application.
5. Cant strips to be installed at all transitions of 45 degrees or greater. ProStop FR primer to be utilized on cant strips prior to base sheet application
6. Attach one ply HPR Torchbase according to application guidelines. Positive Drainage required to be approved by Manufactures Rep prior to cap sheet application. Over torched areas to be patched seam to seam if scrim is visible in sections.
7. Attach one ply Stressply IV plus Mineral. Standard Grey Mineral to be applied to bleed lines. Bleed lines to be 1/8" to ¼" throughout
8. New pitch pans installed throughout where existing. 20g Stainless steel flat sheets to be utilized for fabrication. Minimum 4" flange to be stripped into field areas. Seams to be soldered, no pop rivets permitted. Stainless caps to be attached to pitch pans using stainless pop rivets
9. New lead installed around plumbing stacks.

10. Liquid flashing can be utilized around simple penetrations. Tuff Flash LO and polyester fabric
11. Lightning Protection to be Installed and recertified utilizing third party

Flashings: (Curbs, Base)

1. Cant strips to be installed at all transitions of 45 degrees or greater. ProStop FR primer to be utilized on cant strips prior to base sheet application.
2. One ply of Stress base 80 plus base ply to be installed.
3. Interply Adhesive to be utilized is Flashing Bond at 2.5 gallons per square.
4. One ply of Stressply Plus FR mineral used as cap sheet set in Flashing Bond at 2.5 gallons per square.
5. Vertical seams to be three coursed. Silver flash and Gar-mesh to be utilized.
6. Termination bar to be installed and three coursed utilizing Silver flash and Gar-mesh.
7. Counter flashing metal installed. Garland 22g flat sheets to be utilized. Standard Kynar finish. Tuff Stuff to be applied on receiver edge of counter flashing metal.

Flashings: (Parapet)

1. Cant strips to be installed at all transitions of 45 degrees or greater.
2. One ply of Stress base 80 plus base ply to be installed.
3. Wood nailer to be inspected and replaced at unit cost basis as needed. Nailer to be primed with Pro Stop FR primer at .5 gallon per square.
4. One ply Stressbase Plus 80 to be installed. Base sheet to be ran up and over Nailer by at least 2 inches.
5. Interply Adhesive to be utilized is Flashing Bond at a rate of 2.5 gallons per square.
6. One ply of Stressply Plus FR mineral used as cap sheet. Cap sheet set in Flashing Bond at a rate of 2.5 gallons per square. Cap sheet to be cut flush with exterior of wood Nailer transition.
7. Vertical seams to be three coursed. Silver flash and Gar-mesh to be utilized.
8. RMER force coping metal to be installed. Gauge to be determined by stretch out and Garland Engineering Services. Contractor to confirm stretch-out needed. 22G Standard Kynar finish to be determined by Owner

Drainage:

1. Internal Roof Drains. New lead installed. New Cast Iron Strainers, Bolts and Drain Clamp
2. Drains to be sumped 4'x4' per taper design package provided by Garland provided taper design.
3. Overflow scuppers to utilize 24G stainless flat sheets. Sheets to be sourced locally by contractor. Minimum 4" flange required. No pop rivets. Seams and corners to be soldered

Standing Seam:

1. Remove existing roof panels to expose structural decking
2. Install minimum ½" Densdeck recovery board
3. Prime substrate at .5 gal per 100 SqFt. Garland SA Primer
4. Install 1 ply RMER Seal
5. Attached clips and RMER Span panel system per Garland provided shop drawings. 12" Panel Width. 22G steel. Owner selected Kynar finish
6. Gutter to be replaced. Garland 22G Kynar Finished flat sheets to be utilized. Owner to select color. 6" x 6" commercial box gutter. Downspouts replaced where existing. 5" x 5" in size

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.05	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Metal Deck	\$ 3.70	17,338	SF	\$ 64,081.25
6.11.01	Roof Deck and Insulation Option: METAL ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 7.08	17,338	SF	\$ 122,701.03
4.27	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	\$ 16.38	17,338	SF	\$ 283,996.44
12.03.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	\$ 5.79	17,338	SF	\$ 100,309.00
12.11.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	\$ 10.40	17,338	SF	\$ 180,228.51

20.01.03	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	\$ 22.53	1,500	SF	\$ 33,799.50
20.01.19	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	\$ 10.11	1,500	SF	\$ 15,165.00
	Metal Stretch-Out: Kynar Coated Steel Coping - Size 24" 22 Gauge	\$ 32.29	680		\$ 21,957.20
2.25	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Metal Deck	\$ 4.00	600	SF	\$ 2,400.30
14.01.02	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: Architectural Application - No Insulation - WOOD DECK: Class A Fire-Retardant Underlayment	\$ 6.36	600	SF	\$ 3,817.80
14.02.07	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" - 19" Wide Panels	\$ 11.49	600	SF	\$ 6,892.20
14.02.08	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL WIDTH OPTION: Add for 12" - 13" Panel Width - Galvalume Coated Steel or Equal	\$ 2.66	600	SF	\$ 1,593.90

14.02.11	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 1.83	601	SF	\$ 1,098.03
14.02.29	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: Architectural Application - Installed Over a Deck At or Above 3:12 Slope	\$ 12.18	600	SF	\$ 7,308.00
Sub Total Prior to Multipliers					\$ 845,348.15
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	10	845,348.15	%	\$ 84,534.82
Total After Multipliers					\$ 929,882.97

Base Bid Total Maximum Price of Line Items under the MICPA: **\$ 929,883**

Proposal Price Based Upon Market Experience: **\$ 829,801**

Garland/DBS Price Based Upon Local Market Competition:

R.F. Lusa & Sons Sheetmetal, Inc	\$ 829,801
Crawford Roofing, Inc	\$ 886,944
TeamCraft	\$ 980,024

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are included.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is included to which it obtains to the scope of work.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Benjamin Schaefer

Benjamin Schaefer
Garland/DBS, Inc.
(216) 302-3788

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.8.

Meeting Date: September 8, 2025

From: Paul Austin, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to amend an existing audit service contract with Forvis Mazars, LLP; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the proposed amendment authorizing Forvis Mazars, LLP to extend the terms of the agreement to include Audit Services for the fiscal years ending September 30, 2025 - 2027, with the option to renew for two additional one-year periods.

Analysis:

Under this contract, **Forvis Mazars, LLP** will perform an audit of the City's governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including related disclosures. The audit will include both **financial** and **compliance components** in accordance with applicable auditing standards and regulatory requirements.

Procurement Analysis:

The initial procurement was conducted in accordance with City policies and procedures. **Forvis Mazars, LLP** is one of the most qualified firm to provide audit services.

Options:

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

Fiscal Impact:

Audit costs are included in the General Fund Accounting division.
Account No. 001-1331-513-3210

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO AMEND AN
EXISTING AUDIT SERVICE CONTRACT WITH FORVIS MAZARS,
LLP; 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 Forvis Mazars, LLP, whose address is 255 South Orange Avenue, Suite 600 Orlando, Florida 32801, for audit 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 8th day of September 2025.

Mayor

ATTEST:

City Clerk

August 25, 2025

Management and the Honorable City Commission
City of Leesburg
501 West Meadow Street
Leesburg, FL 34748

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- The Reporting Solution End User License Agreement
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

City of Leesburg, Florida, Carver Heights/Montclair Community Redevelopment Agency, Greater Leesburg Community Redevelopment Agency, and US 441/27 Community Redevelopment Agency, (collectively, the "City"):

- Audit Services for the years ended September 30, 2025 – 2027, with the option to renew for two additional one year periods
- The Reporting Solution license for the year ended May 31, 2026

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services.

The fee for The Reporting Solution license will be a fee of \$4,500 for the ACFR and \$1,000 for the AFR for the year ended May 31, 2026. This fee is subject to change on a yearly basis with the issuance of our annual contract for services.

For the City audit, we have agreed that should time expended exceed our estimates, the maximum fee for will not exceed the following for the next 3 years:

<u>Fiscal Year Ending</u>	<u>City Audit</u>	<u>CRA Audits</u>	<u>Total Audit Fee</u>
9/30/2025	\$74,250	\$11,250	\$85,500
9/30/2026	\$77,000	\$12,000	\$89,000
9/30/2027	\$79,750	\$12,750	\$92,500

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. These fees will be invoiced on an interim basis during the progress of our engagement. Invoices are due within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74 ch. seq., the Local Government Prompt Payments Act. Any remaining balance is due upon delivery of the final product.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, The Reporting Solution End User License Agreement, and Terms and Conditions Addendum**, on behalf of the City of Leesburg, Florida.

BY 
Paul Austin, Finance Director

DATE 8/26/25

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entities:

City of Leesburg, Florida, Carver Heights/Montclair Community Redevelopment Agency, Greater Leesburg Community Redevelopment Agency, and US 441/27 Community Redevelopment Agency, (collectively, the "City") as of and for the year ended September 30, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* and the Florida State Projects Compliance Supplement that could have a direct and material effect to each of your major federal award programs and major state projects in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), the Florida Single Act, and Chapter 10.550, *Rules of the Auditor General*, if applicable
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*
- Issuing a report on your schedule of expenditures of federal awards and state financial assistance

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether supplementary information other than required supplementary information ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole. We consider the following to be supplementary information:

- Schedule of Expenditures of Federal Award and State Financial Assistance, if applicable
- Combining and Individual Fund Financial Statements and Schedules

We will also provide you with the following nonattest services:

- The Reporting Solution – license

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions

- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Joel Knopp, CPA is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name

City of Leesburg, Florida
Carver Heights/Montclair Community Redevelopment Agency
Greater Leesburg Community Redevelopment Agency
US 441/27 Community Redevelopment Agency

Party Name

City Commission
Board of Commissioners
Board of Commissioners
Board of Commissioners

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB Compliance Supplement and Florida State Projects Compliance Supplement that could have a direct and material effect on each major federal award program and each major state financial assistance project, if applicable

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs and state financial assistance projects) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

**Required
Supplementary
Information**

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Scope of Services – The Reporting Solution License

We will provide access to and use of The Reporting Solution (TRS) which is a web-based Annual Comprehensive Financial Report (ACFR) preparation software for the year ending May 31, 2026. Forvis Mazars will assist with the ACFR building in TRS based upon your objectives and will provide certain limited training with respect to your use of TRS. Specifically, Forvis Mazars will:

Ongoing Services

- **Provide support related to questions and issues related to TRS**
- Provide post-ACFR build training related to TRS

The following apply for the TRS services described above:

End User License Agreement	Terms and conditions related to TRS are set forth in the attached End User License Agreement (EULA). The executed EULA is required for access and use of TRS.
Your Responsibilities	It is your responsibility to ensure that the appropriate level of due diligence related to the ACFR building in TRS in connection with this agreement has been performed. This includes determining whether TRS possesses the appropriate level of functionality and performance for your current and future needs.

The Reporting Solution End User License Agreement

Please read this document carefully because it explains the legal rights and obligations inherent to your ability to access and use The Reporting Solution

This End User License Agreement ("EULA") governs use of The Reporting Solution and any related, upgraded, or substitute for the web application, software, and services provided by or on behalf of Forvis Mazars, LLP ("Forvis Mazars") relating to preparation of certain financial reports ("Software"). By accessing and/or using the Software, you and the entity you are working for or on behalf of agree to be bound by the terms of this EULA, although this EULA does not abrogate any other contract or understanding regarding the Software and your relationship with Forvis Mazars, e.g., a sales contract, purchase agreement, privacy policy, disclaimer, etc., relating to the Software and/or services provided by Forvis Mazars. This EULA is effective as of the first time the Software is accessed and it will remain in effect—in its current or any future amended form—for however long the Software is used or until another EULA is executed. Some of the obligations in this EULA survive and extend beyond the term of this EULA and/or the point in time after which you voluntarily or involuntarily stop accessing or using the Software.

1. License Grant

By providing credentials to access the Software, Forvis Mazars grants you a nonexclusive, nontransferable, non-sublicensable, limited right, and license to use the Software on compatible devices you own or control for preparation of financial reports for your entity in a single, given reporting year (the "License"). The rights granted under the License are subject to the terms of this EULA as well as any prior or future contract you have or may enter into with Forvis Mazars or that you may otherwise be explicitly or implicitly required to follow owing to your employment by or fiduciary or other duty of care owed to an entity doing business with Forvis Mazars. You (both personally and in any representative capacity you may or do have for a particular entity) may only make use of the License if you comply with all applicable terms, including but not limited to this EULA.

The Software is licensed, not sold, under this License. The License does not grant any title or ownership in the Software. Any individual accessing the Software is expressly representing that they have the authority and ability to act on behalf of an entity that possesses the ability to access and use the Software, and you and that entity will be jointly and severally responsible for any and all actions taken by an actor using credentials, irrespective of whether that person has the actual authority or ability to act on behalf of that entity.

2. Conditions & Restrictions on Use Pursuant to the License

You may not and will not do, attempt to do, or otherwise attempt to have anyone else do on your behalf or for your benefit any of the following with respect to the Software: (a) copy, reproduce, distribute (including via a network server), display, or use it in a way that is not expressly authorized by Forvis Mazars (either via this EULA or some other written instrument); (b) sell, rent, lease, license, distribute, transfer, or use it in a manner that actually or is reasonably likely to harm Forvis Mazars or its existing or future business prospects; (c) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (d) remove, disable, circumvent, or modify any security technology or proprietary notice or label included in it; (e) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (f) use, export, or re-export it in violation of any applicable law or regulation; or (g) deliberately or negligently access or use it in a manner that transmits or propagates any virus, Trojan horse, worm, bomb, and/or corrupted or malicious files or that otherwise threatens, defames, disparages, harasses, or endangers the integrity of any person or entity, the Software, Forvis Mazars' hardware and networks, the hardware and networks of any other user of the Software or other person or entity, and/or any data and information inherent to any of the same.

In the event you gain access to data or information of others and/or to functionality in the Software, either of which is beyond the scope or intent of the understanding by which credentials were originally granted to you, you will notify Forvis Mazars as soon as is reasonably practical. Further, you will not copy, alter, delete, use, or otherwise exploit such data, information, and/or functionality and, instead, will treat it with and use the highest degree of care necessary to protect its confidentiality. These obligations of notification and confidentiality will survive the termination of this EULA.

3. Disclaimers & Limitation of Liability

Except to the extent an explicit warranty or representation is made in a separate, written contract, the Software is provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Forvis Mazars, its licensors, its and their affiliates, successors, and assigns disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Software, including without limitation all express, implied, and statutory warranties and conditions of any kind. Without limiting the generality of the foregoing, Forvis Mazars, its licensors, its and their affiliates, successors, and assigns make no warranty that (1) that the operation of the Software or Services will be uninterrupted, bug free, or error free in any or all circumstances, or (2) that any defects in the Software or Services can or will be corrected. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Forvis Mazars, nor its licensors, nor its or their affiliates, nor any of Forvis Mazars' agents or service providers (collectively, the "Forvis Mazars Parties"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the Software. Further, to the maximum extent permitted by applicable law and in the absence of any contrary written agreement, the aggregate liability of the Forvis Mazars Parties arising out of or in connection with this EULA will not exceed the total amounts you have paid to Forvis

Mazars for the Software. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. For the avoidance of any doubt, these provisions shall survive termination or expiration of this EULA.

4. Indemnity

You are responsible for any damage caused to Forvis Mazars and/or any other person or entity that has a right to use the Software and was harmed as a result of your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND KEEP INDEMNIFIED Forvis Mazars AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR MISUSE OF THE SOFTWARE. For the avoidance of any doubt, this provision shall survive termination or expiration of this EULA.

5. Termination

This EULA will terminate concurrently according to the understanding by which credentials were originally granted for access and use of the Software. Forvis Mazars reserves the right to terminate this EULA, without cause, with at least 30 days' written notice to you. Forvis Mazars may immediately terminate this EULA if it reasonably concludes that doing so is warranted under the circumstances due to unlawful use or failure to pay.

6. Changes to this EULA by Forvis Mazars

Forvis Mazars reserves the right, in its sole and absolute discretion, to revise, supplement, and/or delete certain terms of this EULA for security, legal, best practice, or regulatory reasons, provided that any such revisions, supplements, and/or deletions do not contravene any separate written agreement between you and Forvis Mazars. Such changes will be effective with or, as applicable, without prior notice to you. You can review the most current version of this EULA in the Software or by requesting the same from Forvis Mazars. You are responsible for checking this EULA periodically for changes. Your continued use of the Product following any revision to this EULA constitutes your acceptance of any and all such changes.

7. Other Terms

This Agreement and any document or information referred to in this EULA constitute the entire agreement between you and Forvis Mazars relating to the subject matter covered by this EULA. All other communications, proposals, and representations with respect to the subject matter covered by this EULA are excluded and, instead, must be memorialized in a separate written agreement executed by an authorized representative of each party involved.

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal, or unenforceable, that provision will be, to the extent required, deemed to be deleted, and the validity and enforceability of the other provisions of this EULA will not be affected. If any invalid, unenforceable, or illegal provision of this EULA would be valid, enforceable, and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable to reflect the intent of this EULA.

Any action by Forvis Mazars to exercise, or its failure or delay in exercising, any of its rights under this Agreement will not be deemed a waiver of those or any other rights or remedies available in contract, at law, or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including noncontractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of Texas, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

Forvis Mazars' obligations are subject to existing laws and legal process, and Forvis Mazars may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Forvis Mazars, LLP

By: Joel Knopp

Name: Joel Knopp

Title: Partner

City of Leesburg

By: _____

Name: _____

Title: _____

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. Overview. This addendum describes Forvis Mazars, LLP's standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. Billing and Payment Terms. We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. Billing Records. If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. Termination. Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. Mediation. Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. Indemnification. Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. Statute of Limitations. You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. Limitation of Liability. You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles. Venue and jurisdiction shall be in the courts of Lake County, Florida or the U.S. District Court in and for the Middle District of Florida, Ocala Division.
11. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can

be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

20. Public Records.

In accordance with Florida Statute §119.0701, FORVIS MAZARS shall keep and maintain public records required by the Client in performance of services pursuant to the contract. Upon request from the Client's custodian of public records, FORVIS MAZARS shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. FORVIS MAZARS 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 for the duration of the contract term and following completion of the contract if FORVIS MAZARS does not transfer the records to the Client. FORVIS MAZARS shall, upon completion of the contract, transfer, at no cost, to the Client all public records in possession of FORVIS MAZARS or keep and maintain public records required by the Client to perform services pursuant to the contract. If FORVIS MAZARS transfers all public records to the Client upon completion of the contract, FORVIS MAZARS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FORVIS MAZARS keeps and maintains public records upon completion of the contract, FORVIS MAZARS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client. Notwithstanding the foregoing, nothing herein shall be interpreted to mean that Forvis Mazars will host client data or otherwise take steps with regard to client's data that would violate applicable law or professional standards.

IF FORVIS MAZARS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FORVIS MAZARS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: CITY CLERK AT: PHONE: 352-728-9786 EXTENSION 1150, E-MAIL: ANDI.PURVIS@LEESBURGFLORIDA.GOV, ADDRESS: ATTN: CITY CLERK, 501 W. MEADOW STREET, LEESBURG, FL 34748.

REGULATORY

21. U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies. Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
22. Offering Document. You may wish to include Our report(s) on financial statements in an exempt offering document. You

agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

23. Forvis Mazars Not a Municipal Advisor. Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
24. Forvis Mazars Not a Fiduciary. In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

25. Electronic Sites. You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
26. Electronic Signatures and Counterparts. This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a

facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

27. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

28. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
29. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
30. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
31. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
32. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
33. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
34. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
35. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.9.

Meeting Date: September 8, 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 Professional Services – Real Estate Broker Services Agreement with the three top-ranked firms: The Urban Group, NAI Realvest, and Realty Capital Advisors; and providing an effective date.

Staff Recommendation:

1. Approval of the Evaluation Committee ranking for Request for Proposal (RFP) 2501602, Professional Real Estate Broker Services; and
2. Approval of the resolution authorizing the execution of a Professional Services – Real Estate Broker Services Agreement related to the sale of surplus property owned by the City on an “as-needed” basis to the three (3) top-ranked firms.

Analysis:

The City solicited Real Estate Brokerage firms to provide full real estate brokerage services on an “as-needed” basis to sell surplus property owned by the City.

Procurement Analysis:

The Procurement Division issued Request for Proposal 2501602 on May 12, 2025. On July 8, 2025, the City received six proposals from various firms, of which one was deemed non-responsive. The Evaluation Committee members independently assessed each firm's submission on July 31, 2025. The evaluation committee recommends approval of the ranking and awarding of a contract to the three (3) top-ranked firms. The responding firms and their ranking are listed here:

Rank	Firm Name	Score
1	The Urban Group	76.50
2	NAI Realvest	72.17
3	Realty Capital Advisors	71.50
4	Realty One Group Elevate	68.50
5	Coldwell Banker Coast Realty	50.83

Options:

1. Approve the Evaluation Committee ranking of RFP 2501602, and the Resolution authorizing execution of the Agreement with the three (3) top-ranked firms: The Urban Group, NAI Realvest, and Realty Capital Advisors; 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
PROFESSIONAL SERVICES – REAL ESTATE BROKER SERVICES
AGREEMENT WITH THE THREE TOP-RANKED FIRMS: THE URBAN
GROUP, NAI REALVEST, AND REALTY CAPITAL ADVISORS; 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 Urban Group, whose address is 1217 E. Broward Boulevard, Fort Lauderdale, Florida 33301; NAI Realvest, whose address is 1800 Pembroke Drive, Orlando, Florida 32810; and Realty Capital Advisors, whose address is 500 Windeley Place, Orlando, Florida 32751, for Real Estate Broker Services (RFP 2501602).

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 8th day of September 2025.

Mayor

ATTEST:

City Clerk



NOTICE OF RECOMMENDATION FOR AWARD

The evaluation committee of the City of Leesburg has completed its review of the submissions for Request for Proposal (RFP) 2501602 regarding professional real estate broker services. The committee evaluated the submissions based on the criteria outlined in the RFP and has reached a consensus on the final ranking as shown below.

The committee recommends awarding a contract to the three (3) top-ranked firms: The Urban Group, NAI Realvest, and Realty Capital Advisors.

The final ranking of the firms is:

Rank	Firm Name	Score
1	The Urban Group	76.50
2	NAI Realvest	72.17
3	Realty Capital Advisors	71.50
4	Realty One Group Elevate	68.50
5	Coldwell Banker Coast Realty	50.83

All interested parties are reminded that restricted discussions are still in effect. Any questions related to this decision or information provided must be directed to the procurement representative indicated below.

Protest of the notice of recommendation for award must be in writing and received in the Purchasing Office within three business days, no later than 10:00 A.M. on August 5, 2025. Protest must be delivered to:

Mr. Robert Hicks
Purchasing Manager
Leesburg Municipal Services Center, Purchasing Office
204 5th Street
Leesburg, FL 34748
purch@leesburgflorida.gov

A detailed explanation of the protest must specify each and every one of the grounds asserted for the protest. It must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

The City thank you for your participation in this Solicitation. Should you have any questions regarding this notice, please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

Hosea Goodwyn, CPP, CPPM, FCCM
Senior Buyer
352-728-9880

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: September 8, 2025

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Permanent Utility Easement to the City of Leesburg from School Board of Lake County, for the purpose of granting the City a Permanent Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Permanent Utility Easement from the School Board of Lake County, for the property described therein.

Analysis:

The School Board of Lake County is granting a Permanent Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above-ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A PERMANENT UTILITY EASEMENT TO THE CITY OF LEESBURG FROM SCHOOL BOARD OF LAKE COUNTY, FOR THE PURPOSE OF GRANTING THE CITY A PERMANENT EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Permanent Utility Easement granted to the City of Leesburg by the School Board of Lake County for the purpose of granting the City a Permanent Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of September 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

Parcel I.D.: 09-19-24-0400-043-00102

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT (“Easement”) is hereby granted this 28 day of July, 2025, by the **SCHOOL BOARD OF LAKE COUNTY**, a political subdivision of the State of Florida, whose mailing address is 201 W. Burleigh Blvd., Tavares, Florida 32778 (“**GRANTOR**”) to **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns (“**GRANTEE**”);

WHEREAS GRANTOR owns fee simple title to a parcel of real property with an address of 901 Olive Avenue, Fruitland Park, Florida (“**Grantor’s Property**”); and

WHEREAS, GRANTEE desires a perpetual non-exclusive easement for the right of ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove, and provide access and service to 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”.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE hereby agree that this Easement and Easement Area conveyed herein, is granted upon the following terms, conditions, covenants and agreements:

1. **RECITALS.** The foregoing recitals are true and correct in each and every respect and are incorporated herein by this reference.

2. **GRANT OF EASEMENT.** GRANTOR hereby grants GRANTEE, its employees, agents and contractors a perpetual non-exclusive easement over and across the Easement Area to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities. 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 trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions, 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 reasonably necessary in time and scope to the proper use and enjoyment of any right granted herein. The Easement Area shall be used in common with all of the owners, tenants, subtenants, successors and assigns from time to time of Grantor's Property in any manner not inconsistent with this Easement; however, the location, alignment, and placement of the Facilities within the Easement Area shall be determined and controlled by GRANTEE, in its sole discretion, to ensure safe, efficient, and continuous use of the Easement for the intended purpose. Grantor hereby represents and warrants that it owns the Grantor's Property in fee simple and has full right and lawful authority to grant this Easement.

3. **USE.** 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 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. 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.

4. **ACCESS.** If applicable, vendors, individuals, or entities under contract with GRANTEE who are permitted access on school grounds when students are present must comply with Section 1012.465, Florida Statutes and must meet Level 2 screening as described in Section 1012.32, Florida Statutes or otherwise must be escorted by an agent or employee of GRANTOR. A district badge must be obtained if accessing school grounds when students are present. Notwithstanding the foregoing, GRANTEE shall be solely responsible to ensuring that all its employees, agents, contractors, or entities under contract with GRANTEE, pursuant to this Easement, comply with any and all screening requirements.

5. **TERMS AND RESTRICTIONS.** The following shall apply to this Easement as appropriate:

(a) All work performed by GRANTEE within the Easement Area must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and GRANTEE covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same. GRANTOR shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations.

(b) GRANTEE shall procure and maintain, at its sole cost and expense, public liability and property damage insurance for the Easement Area, with a company licensed to do business in the State of Florida, which shall insure any and all claims for personal injury, death or property damage occurring in or upon the Easement Area. Within fourteen

(14) days of a request by GRANTOR, GRANTEE shall furnish GRANTOR with evidence of such insurance, in the form of a certificate of insurance.

(c) GRANTEE must keep the Easement Area and Grantor's Property free and clear of any and all liens and encumbrances arising by or through the acts or omissions of GRANTEE.

(d) GRANTOR shall have the right to enter upon the Easement Area, but GRANTOR is prohibited from taking any action that would adversely affect GRANTEE's use of the Easement Area or the rights granted herein. GRANTOR reserves the right to use the Easement Area for any and all uses and purposes which do not unreasonably interfere with the grant of this Easement.

(e) The Easement Area must be used in a reasonable manner by GRANTEE and must not be used by GRANTEE in such a way which would unreasonably restrict ingress and egress to, or activities on, Grantor's Property or create a nuisance. Any work performed by GRANTEE within the Easement Area must not unreasonably disturb GRANTOR's use of the remainder of Grantor's Property nor damage any improvements on the remainder of Grantor's Property.

(f) GRANTEE, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Facilities and shall keep same in a state of good repair, in clean and neat condition, and in compliance with all applicable laws, regulations, permits and licenses.

(g) GRANTEE must not allow any hazardous wastes or hazardous materials or substances to flow into the Easement Area in violation of applicable laws, and, to the extent that this provision is violated, GRANTEE shall be fully responsible for any clean-up together with any and all costs, expenses and damages which might be suffered by GRANTOR as a result of any such contamination.

(h) GRANTEE shall promptly repair any damage to the Easement Area, or any other portion of Grantor's Property, caused by GRANTEE exercising its Easement. In the event that GRANTEE or its employees, agents or contractors cause damage to the Easement Area in the exercise of the Easement rights (including, but not limited to, damaging pavement, causing ruts and/or tearing up grass), GRANTEE agrees to promptly restore the Easement Area so damaged to its original condition and grade.

6. **INDEMNIFICATION.** To the extent allowed by law, GRANTEE shall indemnify the GRANTOR, and all of its officers, agents, and employees from any third-party claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by GRANTEE, its agents or employees, during the performance of this Easement. Notwithstanding the foregoing, nothing in this Easement shall be deemed or construed in any manner as a waiver of any privilege, immunity, limits of liability or other protections which are provided and available to the GRANTOR or GRANTEE under the doctrine of sovereign immunity or the limitations of liability as provided by Section 768.28, Florida Statutes, and nothing in this Easement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be

barred under the doctrine of sovereign immunity or by operation of law. The foregoing indemnification obligations expressly survive any termination of this Easement.

7. **CONSTRUCTION.** The rule of strict construction shall not apply to the easement rights granted by this Easement. The easement rights granted by this Easement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the Parties as set forth in this Easement. No provision of this Easement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.

8. **ENFORCEMENT.** In the event of a default by either party or their successors or assigns under this Easement, the non-defaulting party shall deliver to the defaulting party written notice specifying the default, and the defaulting party shall have thirty (30) days to remedy the same, failing which the non-defaulting party shall be entitled to seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default.

9. **RESERVATION OF RIGHTS.** GRANTOR hereby reserves unto itself, its successors and assigns, the right to use the Easement Area for any lawful purpose, whatsoever, which does not prevent GRANTEE from exercising the rights granted in this Easement or adversely affect GRANTEE's use and enjoyment of the Easement Area.

10. **"AS-IS".** The Easement is granted in its "AS IS" condition and without any warranty or representation, express or implied, by GRANTOR as to the condition or suitability of same for GRANTEE's purposes or otherwise.

11. **USE OF TERMS.** The terms "GRANTOR" and "GRANTEE" shall be deemed to include the singular and the plural, and the masculine, feminine, and neuter gender, as applicable.

12. **NO THIRD-PARTY BENEFICIARIES; NO PUBLIC DEDICATION.** This Easement is for the benefit of the parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Easement Area, except as specifically set forth herein.

13. **AMENDMENTS AND WAIVERS.** This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of Lake County or by court order. No delay or omission of any party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Easement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

14. **MISCELLANEOUS.** This Easement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Venue for any dispute arising under this Easement shall lie exclusively in the courts located in Lake County, Florida.

(signature blocks on following pages)

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

WITNESSES:

Sign Name: Jessica Marshall
Print Name: Jessica Marshall
Address: 201 W. Burlington Blvd.
TAVARES, FL 32778

Sign Name: Haley Jo Rangel
Print Name: Haley Jo Rangel
Address: 201 W. Burlington Blvd.
TAVARES, FL 32778

GRANTOR:

THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA

By: Tyler Brandeburg
Print Name: Tyler Brandeburg
As Its: Chair

Date: 7-28-2025

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28 day of July, 2025, by Tyler Brandeburg, as Chairman of THE SCHOOL BOARD OF LAKE COUNTY, a political subdivision of the State of Florida, who is ☒ personally known to me or ☐ who produced the following identification:

Natalie A. Challenger
Notary Public Signature
Natalie A. Challenger
Notary Public Name

My Commission Number: HH335950
My Expiration Date: March 27, 2027

(seal)



[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee has executed this Easement on the day and year first written above.

WITNESSES:

Sign Name: _____

Print Name: _____

Address: _____

Sign Name: _____

Print Name: _____

Address: _____

GRANTEE:

THE CITY OF LEESBURG, FLORIDA, a
Florida Municipal corporation

By: _____

Print Name:

As Its:

Date: _____

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, _____, of THE CITY OF LEESBURG, FLORIDA, a Florida Municipal corporation. He/She is personally known to me or has produced _____ as identification.

By: _____

Notary Public, State of Florida at Large

Print Name: _____

Commission No.: _____

My Commission Expires: _____

SCHEDULE "A"

DESCRIPTION (BY THIS SURVEYOR):

A PORTION OF LOT 5, BLOCK 43, PLAN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 8-9, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 5, BLOCK 43, PLAN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 8-9, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 89°26'12" EAST, A DISTANCE OF 19.26 FEET ALONG THE NORTH LINE OF SAID LOT 5; THENCE DEPARTING SAID NORTH LINE THE FOLLOWING TWENTY (20) COURSES AND DISTANCES: SOUTH 00°23'04" WEST, A DISTANCE OF 472.62 FEET; THENCE SOUTH 89°13'17" EAST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 00°23'04" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°13'17" WEST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 00°23'04" WEST, A DISTANCE OF 44.09 FEET; THENCE SOUTH 89°13'17" EAST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 00°23'04" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°13'17" WEST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 00°23'04" WEST, A DISTANCE OF 123.38 FEET; THENCE SOUTH 23°11'57" EAST, A DISTANCE OF 39.99 FEET; THENCE SOUTH 70°27'09" EAST, A DISTANCE OF 40.96 FEET; THENCE SOUTH 89°13'17" EAST, A DISTANCE OF 861.96 FEET; THENCE NORTH 00°55'18" EAST, A DISTANCE OF 160.23 FEET; THENCE NORTH 84°55'52" WEST, A DISTANCE OF 40.89 FEET; THENCE SOUTH 00°55'18" WEST, A DISTANCE OF 5.50 FEET; THENCE NORTH 84°55'52" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°55'18" EAST, A DISTANCE OF 20.05 FEET; THENCE SOUTH 84°55'52" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°55'18" WEST, A DISTANCE OF 4.52 FEET; THENCE SOUTH 84°55'52" EAST, A DISTANCE OF 65.77 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00°55'18" WEST, A DISTANCE OF 188.39 FEET ALONG SAID EAST LINE TO THE PROPOSED NORTH RIGHT OF WAY LINE OF URICK STREET; THENCE ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 89°13'17" WEST, A DISTANCE OF 859.06 FEET; THENCE NORTH 70°27'09" WEST, A DISTANCE OF 97.62 FEET TO THE PROPOSED EAST RIGHT OF WAY LINE OF OLIVE AVENUE; THENCE ALONG SAID PROPOSED EAST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 00°23'04" EAST, A DISTANCE OF 294.97 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 11.91 FEET TO THE WEST LINE OF AFOREMENTIONED LOT 5; THENCE NORTH 00°44'35" EAST, A DISTANCE OF 423.51 FEET ALONG SAID WEST LINE TO THE **POINT OF BEGINNING**.

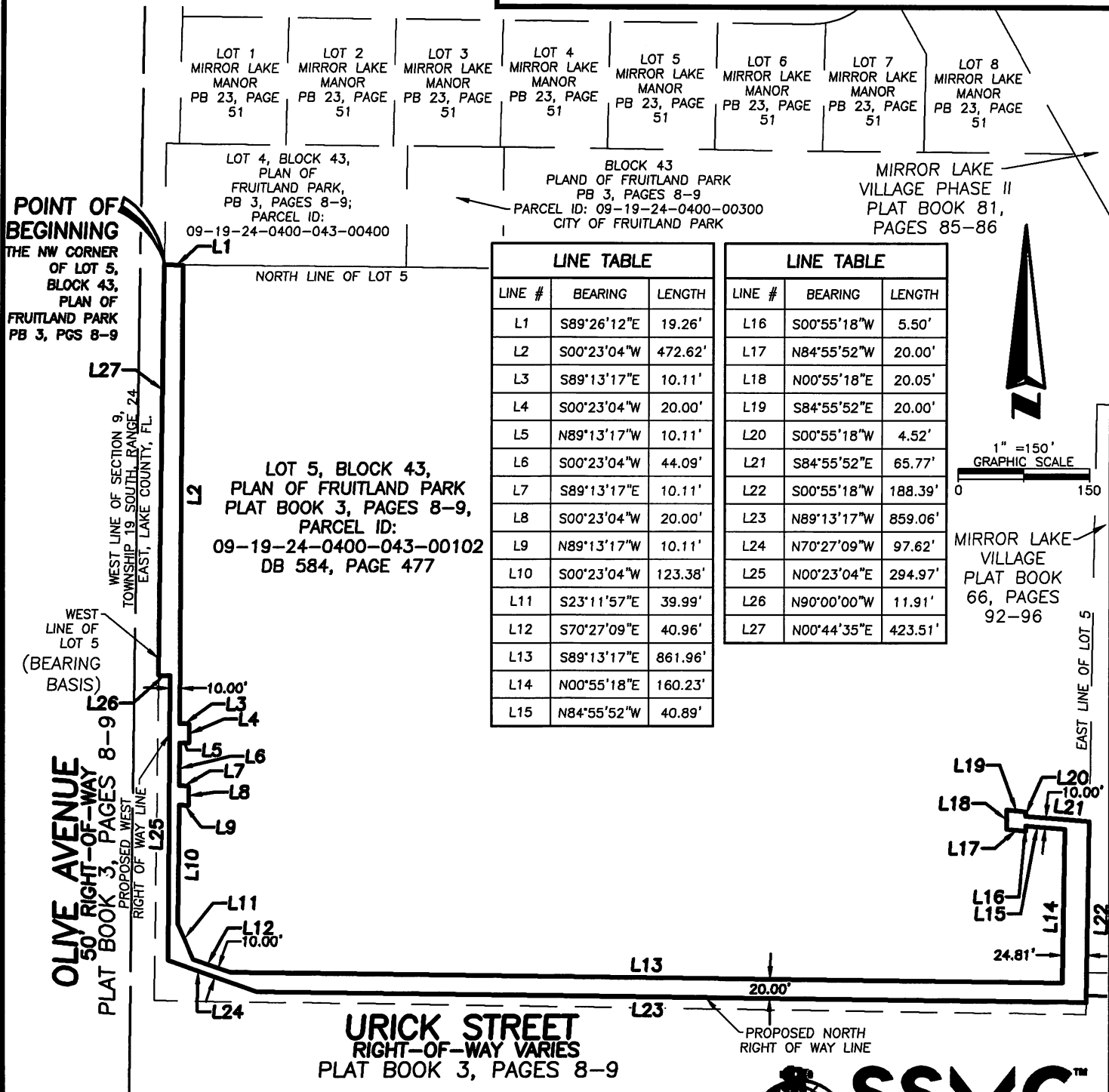
CONTAINING 35,530 SQUARE FEET, MORE OR LESS

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 5, BLOCK 43, PLAN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 8-9, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING NORTH 00°44'35" WEST. (ASSUMED)
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

SKETCH OF DESCRIPTION FOR CITY OF LEESBURG— ELECTRIC DEPARTMENT CITY OF FRUITLAND PARK, FLORIDA	DATE: MAY 5, 2025 BB		CERTIFICATION NUMBER LB2108 70461003
	JOB NUMBER: 70461	SCALE: 1" = 150'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		WILLIAM C. ROWE, PSM Registered Land Surveyor Number 5225	

SKETCH OF DESCRIPTION



ABBREVIATION LEGEND:

PB = PLAT BOOK
DB = DEED BOOK
ID = IDENTIFICATION
SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION



SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

DRAWING NO. 70461003
JOB NO. 70461
DATE: MAY 5, 2025
SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: September 8, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, promulgating a standard fee schedule for various services rendered at Leesburg International Airport; setting forth findings; repealing any prior fee schedules or resolutions promulgating fees for the Airport; providing a savings clause; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the revised Airport Fee Resolution.

Analysis:

Beginning on February 1, 2001, the fuel flowage fee was raised from \$0.02/gallon, to \$0.04/gallon, which is still the current rate. The \$0.04/gallon rate was formally adopted with other airport fees, by Resolution 9289, on October 14, 2013. At the May 8, 2025, Airport Advisory Board meeting, the airport manager presented a fuel flowage comparison study, and the Board unanimously recommended an increase from \$0.04 to \$0.06, to be effective October 1, 2025. This updated Resolution repeals the prior fee schedules.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The ten-year average fuel flowage revenue is \$26,500.00. Increased revenue is entirely dependent upon future fuel sales.

Account No. 048-0000-362-0210

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, PROMULGATING A STANDARD FEE
SCHEDULE FOR VARIOUS SERVICES RENDERED AT
LEESBURG INTERNATIONAL AIRPORT; SETTING FORTH
FINDINGS; REPEALING ANY PRIOR FEE SCHEDULES OR
RESOLUTIONS PROMULGATING FEES FOR THE AIRPORT;
PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Leesburg, created under and pursuant to the Laws of the State of Florida, hereinafter referred to as “City” owns the public airport known as Leesburg International Airport (LEE) hereinafter referred to as "Airport;”

WHEREAS, the City desires to establish standard fees at the Airport to protect the public’s interest and safety, as well as to promote the development and self-sustainability of the Airport;

WHEREAS, the City desires that all dealings on said Airport be conducted in a fair and equitable manner; and

WHEREAS, the City wishes to reserve the right to modify or alter these fees from time to time;

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

SECTION I.

The City of Leesburg hereby establishes the following as the standard fees to be charged at the Airport for the services listed, until altered by subsequent Resolution:

AIRPORT FEES

Identification Badge Fee:

\$20.00 per ID (first and replacement)

Fuel Flowage Fee:

\$0.06 per gallon

Vehicle Parking and Storage Fee:

Any personal vehicle parking 30 (thirty) consecutive days or longer requires registering with Airport Manager and a pre-paid charge of \$75.00 for each additional month or portion of a month, and must be aviation user related.

Short-term parking of vehicles such as RVs, campers, trailers, trucks, etc. at a designated area, for a use related to aviation, may be permitted for up to 15 (fifteen) days by registering with the Airport Manager and a pre-paid charge of \$75.00.

Long-term parking of vehicles such as RVs, campers, trailers, trucks, etc. at a designated area, for a use related to aviation, may be permitted by registering with the Airport Manager and a pre-paid charge of \$125.00 for each month or portion of a month.

The following conditions shall apply to the parking of vehicles at the Airport:

1. Storage and long-term parking are not permitted within aircraft movement area.
2. Use of designated parking areas is required to park longer than 7 (seven) consecutive days.
3. Proper tag and registration is required.
4. No RV, camper, trailer or other vehicle parked at the Airport may be occupied at any time. Parking shall be for vehicle storage only, not occupancy.
5. Improperly stored and/or parked vehicles will be towed at owner's expense and risk.

Non-airworthy Aircraft Parking and Storage Fee

Storage of non-airworthy aircraft for a period longer than 15 (fifteen) days at a designated area may be permitted by registering with the Airport Manager and a pre-paid charge of \$100.00 for each month or less, subject to the following conditions:

1. Storage and parking period should not exceed 90 (ninety) days.
2. Storage and parking period exceeding 90 (ninety) days requires written permission from the City.
3. Proper registration is required.
4. Improperly stored and/or parked non-airworthy aircraft will be removed at owner's expense and risk.

Airport Operating Permit

Any non-leaseholder individual, group, or organization that conducts a public commercial activity at the Airport shall have an Airport Operating Permit for commercial use of the Airport. The Airport Operating Permit is required for each category of commercial activity and it is valid for one year. The Airport Operating Permit may be obtained with the Airport Manager and a pre-paid charge of \$500.00 per year or portion of a year, per category.

An Airport Operating Permit for a period of five days or less may be obtained with the Airport Manager and a pre-paid charge of \$75.00 per period, per category.

All Airport Operating Permits shall be subject to the following conditions and requirements:

1. The applicant must present evidence of adequate public liability insurance with the City named as an additional insured, appropriate equipment, and appropriate licenses for all activities conducted at the Airport.
2. Those conducting any commercial activity at the Airport without an executed agreement with the City or an Airport Operating Permit will be charged the full amount above and/or be ordered to cease and desist.

SECTION II.

All fees previously charged at the Airport for the services listed are modified upon the effective date of this Resolution and any previous resolutions or fee schedules in conflict with this Resolution are hereby repealed. These fees may be amended in whole or in part, at any time, by subsequent Resolution adopted by the City Commission.

SECTION IV.

If any portion of this Resolution is declared invalid or unenforceable by a Court of competent jurisdiction, then to the extent possible to do so without destroying the overall intent and effect of this Resolution, the invalidated portion shall be severed and the remainder of this Resolution shall continue in full force and effect as if enacted without inclusion of the invalidated portion.

SECTION III.

This resolution shall take effect upon its passage and adoption in accordance with applicable law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2025.

THE CITY OF LEESBURG, FLORIDA

ALAN REISMAN, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: September 8, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Morningside LLC., regarding electric service to a development known as Morningside at Silver Lake, and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and Tamarack Land-Morningside, LLC.

Analysis:

The City of Leesburg will provide electric service to Tamarack Land-Morningside, LLC, for the development known as Morningside at Silver Lake, located on County Road 44. The development will consist of 145 metered units; there is a developer cost of \$61,818.46 for make-ready work or line extension needed to serve the development and \$1,308.58 for the cost of installing street light conduit. The City will receive \$63,127.04 in Charges in Aide to Construction (CIAC) funds. The owner will present the City with a bond in the amount of \$443,555.00 which will be credited within 4 years from the date of the agreement on a per-unit basis as the homes are built.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The installation costs total \$554,396. The Electric department will receive \$63,127 from the developer and a bond of \$443,555. A budget adjustment will be processed to add this capital project to the current Electric budget. The Electric department will use \$491,269 from available Electric Cash reserves for this project.

Account No. 041-1099-531-xxxx

Project No.

4100xx

WF No.

WF1612996

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND MORNINGSIDE LLC., REGARDING ELECTRIC SERVICE
TO A DEVELOPMENT KNOWN AS MORNINGSIDE AT SILVER LAKE, 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 electric service agreement between the City of Leesburg and Tamarack Land-Morningside, LLC., regarding providing electric service for the development known as Morningside at Silver Lake.

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 8th day of September 2025.

Mayor

ATTEST:

City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("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, ("City"), and Tamarack Land – Morningside, LLC, a Delaware limited liability company ("Owner") sometimes collectively referred to as "Party" of "Parties".

WITNESSETH:

WHEREAS, Owner is the current property owner of the following real property located in Leesburg, Florida. (the "Property"):

See **Exhibit "A"** attached hereto

Parcel Identification Number(s):

0119250500-028-00100, 0119250500-028-00500, 0119250500-018-00701

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Leesburg, Florida, for "Morningside at Silver Lake" (the "Development"); and

WHEREAS, the Owner has requested the City of Leesburg, Florida, Electric Department to design the electric distribution facilities for the above-mentioned Development (the "Project"); and

WHEREAS, Section 25-474 Installation of Electric Distribution System, of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner be responsible for charges identified; and

WHEREAS, the City of Leesburg, Florida, will estimate the Project's four (4)-year projected revenue based on when the Owner anticipates home construction to commence and at what monthly completion rate; and

WHEREAS, Section 25-450 Utility Easements, of the Code of Ordinances of the City of Leesburg, Florida, requires utility easements to be dedicated in the final plat of subdivisions, or granted to the City prior to installation of electric utilities; and

WHEREAS, Section 1E of the Charges in Aid to Construction Policies ("CIAC"), of the Leesburg Electric Service Planning Design Manual of the City of Leesburg, Florida, requires that Owner be responsible for line extension charges and "make ready" work (as defined herein) identified; and

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 and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit "B"** and by reference is made a part hereof.
2. The Development will have 144 residential lots. There will be a lift station. There will be a total of 145 electric meters in the Project.

3. Underground Residential Distribution system-The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is **\$443,555**. The Owner will be installing the conduit, secondary boxes, and transformer pads per the City requirements and material provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead (OH) cost is **\$602,185**. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any. With this project, the overhead cost exceeds the cost of underground.
4. Line Extension- This Project does not require a line extension.
5. Estimated Project Revenues-The City has estimated the 4 year projected revenue for this development to be \$. The total cost of the project (estimated Overhead costs plus the Line Extension costs) is \$443,555.00. The estimated revenue is \$459,694. Since the projected revenue is larger than the cost of the subdivision, the owner will not owe any additional funds.
6. "Make Ready Work"-This Project does require "Make Ready Work". The "Make Ready work" is to remove the existing facilities from the property. This costs is \$61,818.46
7. The Owner has requested the installation of rental lights, that will be paid for by the Homeowners' Association for the Development ("HOA") on a monthly basis based on the current rental light rates. These rates are subject to change per City Policy. The City has provided a light design based on fixtures available from the City. This Project requires additional conduit installation for lights.
8. The Owner shall provide the City with a check in the amount of the following:
 - a. The cost difference between Overhead and Underground Distribution. **\$ 0.00**
 - b. The estimated 4 year revenue shortage
(OH Costs Plus Line Extension minus revenue). **\$0.00**
 - c. The Estimated cost of the Make Ready Work. **\$61,818.46**
 - d. The Estimated cost of light conduit installation. **\$1,308.58**
 - e. **Total amount CIAC due.** **\$63,127.04**

Payment shall be received within 14 days of the approval of this Agreement by the City Commission and prior to any installation of electric distribution.

9. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual costs are less than estimated costs as outlined in Section 3 and Section 7a through 7d of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
10. The Owner will provide a bond in the amount of **\$443,555.00**, the **reimbursable** cost of the overhead distribution design made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be credited at a rate of **\$3,059** per meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.

11. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of 144 homes and 1 additional service for a total of 145 meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the bond, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.
12. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
13. The Owner will be responsible for the installation of non-residential service(s) to the point of service determined by the City of Leesburg, Florida.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.
15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost 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 judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
17. If the Owner 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 electric distribution infrastructure in the Development, may discontinue installation and may terminate this Agreement.

18. 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 the state court of competent jurisdiction in Lake County, Florida.
19. 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 with the four corners of this Agreement.
20. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. 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.
21. 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.
22. 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

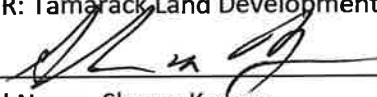
ATTEST:

City Clerk

Approved as to form and content:

City Attorney

OWNER: Tamarack Land Development

BY:  _____

Printed Name: Shawn Kozera

Title: Director of Land Development-Florida.

Exhibit A

PHASE 2 LEGAL DESCRIPTION:

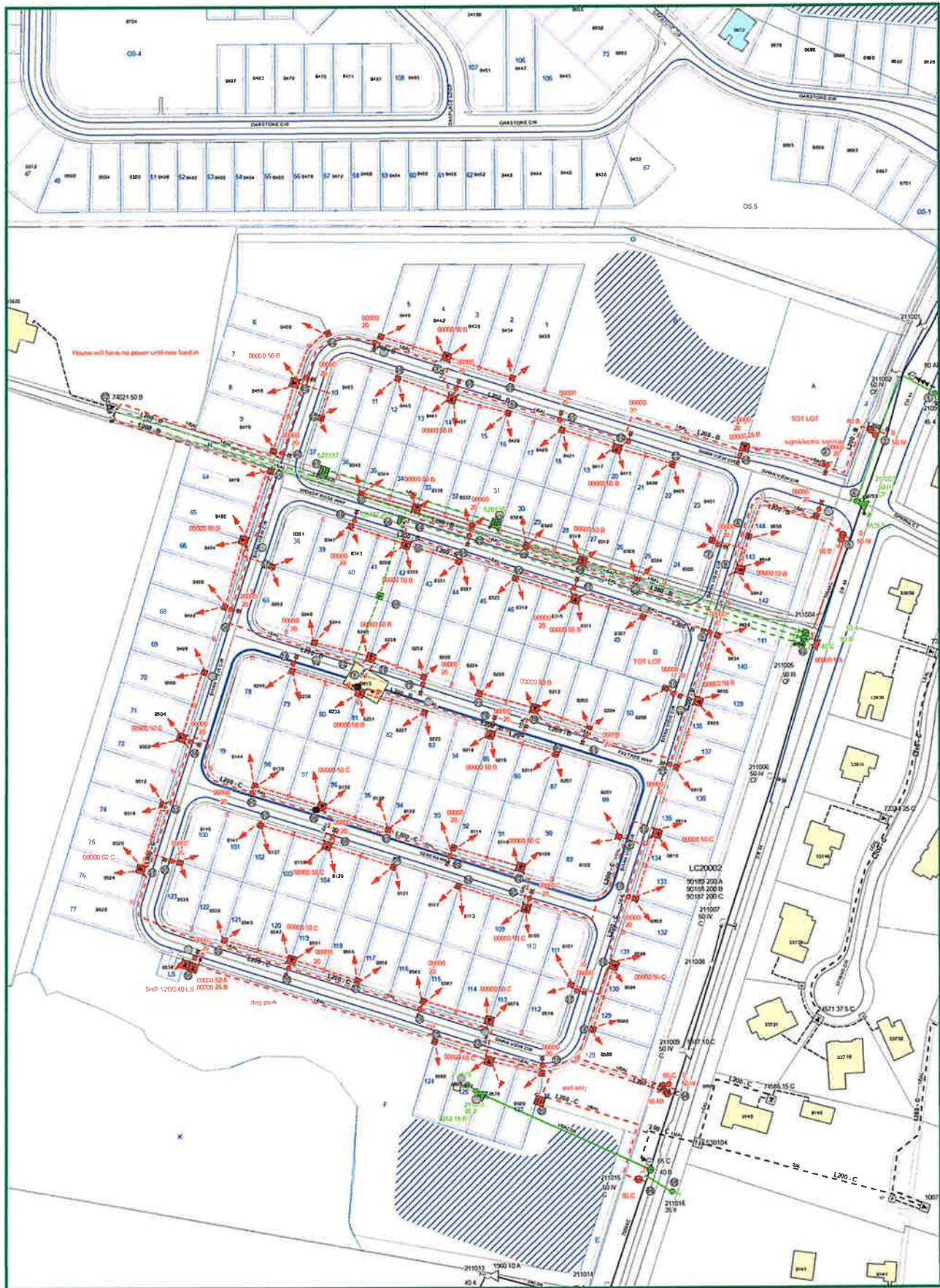
That part of the Southeast 1/4 of Section 10, Township 19 South, Range 25 East, Lake County, Florida; part of Lots 3 and 4, Block 20, SILVER LAKE ESTATES (revised and corrected Plat of re-subdivision of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public records of Lake County, Florida and part of FOREST AT SILVER LAKE, according to the Plat thereof, as recorded in Plat Book 62, Pages 34 through 38, of the Public Records of Lake County, Florida all lying in Sections 9 and 10, Township 19 South, Range 25 East, Lake County, Florida being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southwest 1/4, of Section 10, Township 19 S, Range 25 E also being the Northeast corner of Block 19, SILVER LAKE ESTATES (revised and corrected Plat of re-subdivision of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public records of Lake County, Florida and the North line of FOREST AT SILVER LAKE, as recorded in Plat Book 62, Pages 34 through 38, Public records of Lake County, Florida; thence run along said North line the following three (3) courses and distances; (1) North 89°27'20" West, 433.06 feet; (2) thence South 36°39'17" West, 40.00 feet; (3) thence North 89°27'25" West, 53.99 feet to the Easterly Right of Way line of County Road No. 44, as described in Official Records Book 5868, Page 845, Public Records of Lake County, Florida; thence run along said Easterly Right of Way line the following three (3) courses and distances; (1) South 35°24'58" West, 60.37 feet; (2) thence South 36°41'35" West, 295.34 feet; (3) thence North 53°19'56" West, 5.20 feet to a point on the Easterly Right of Way line of County Road No. 44, according to the Plat of FOREST AT SILVER LAKE, as recorded in Plat Book 62, Pages 34 through 38, Public Records of Lake County, Florida; thence South 36°40'04" West along said Easterly Right of Way line, 80.00 feet to the Easterly Right of Way line of County Road No. 44, as described in Official Records Book 5868, Page 845, Public Records of Lake County, Florida; thence South 53°19'56" East along said Easterly Right of Way line, 16.19 feet to the POINT OF BEGINNING; thence departing said Easterly Right of Way line run South 53°19'56" East, 108.81 feet to the beginning of a tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of South 08°19'56" East, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of 90°00'00", an arc length of 39.27 feet; thence South 53°19'56" East, 50.00 feet; thence North 36°40'04" East, 1.82 feet to the beginning of a tangent curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 76°10'09" East, a chord length of 31.80 feet; thence run along the arc of said curve through a central angle of 79°00'18", an arc length of 34.47 feet; thence South 64°19'56" East, 97.71 feet; thence South 53°19'56" East, 98.85 feet to the beginning of a tangent curve concave Westerly having a radius of 25.00 feet, a chord bearing of South 08°19'56" East, a chord length of 35.36 feet; thence run along the arc of said curve through a central angle of 90°00'00", an arc length of 39.27 feet; thence South 53°19'56" East, 50.00 feet to the beginning of a non-tangent curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 81°40'04" East, a chord length of 35.36 feet; thence run

along the arc of said curve through a central angle of 90°00'00", an arc length of 39.27 feet; thence South 53°19'56" East, 30.21 feet to the beginning of a tangent curve concave Northerly having a radius of 245.00 feet, a chord bearing of South 71°28'26" East, a chord length of 152.57 feet; thence run along the arc of said curve through a central angle of 36°17'00", an arc length of 155.15 feet to the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of South 49°54'34" East, a chord length of 31.94 feet; thence run along the arc of said curve through a central angle of 79°24'44", an arc length of 34.65 feet; thence North 79°47'48" East, 50.00 feet to the beginning of a non-tangent curve concave Westerly having a radius of 75.00 feet, a chord bearing of South 13°13'17" West, a chord length of 59.63 feet; thence run along the arc of said curve through a central angle of 46°50'58", an arc length of 61.33 feet; thence South 36°38'46" West, 34.76 feet to the beginning of a non-tangent curve concave Easterly having a radius of 125.00 feet, a chord bearing of South 18°03'59" West, a chord length of 79.75 feet; thence run along the arc of said curve through a central angle of 37°12'11", an arc length of 81.16 feet to the beginning of a compound curve concave Northerly having a radius of 25.00 feet, a chord bearing of South 54°55'51" East, a chord length of 40.65 feet; thence run along the arc of said curve through a central angle of 108°47'29", an arc length of 47.47 feet to the beginning of a reverse curve concave Southerly having a radius of 750.00 feet, a chord bearing of North 76°37'10" East, a chord length of 155.38 feet; thence run along the arc of said curve through a central angle of 11°53'31", an arc length of 155.66 feet; thence North 82°33'55" East, 198.68 feet to the beginning of a tangent curve concave Westerly having a radius of 20.00 feet, a chord bearing of North 37°14'30" East, a chord length of 28.44 feet; thence run along the arc of said curve through a central angle of 90°38'50", an arc length of 31.64 feet; thence North 08°04'55" West, 3.93 feet; thence North 81°55'05" East, 50.00 feet to the beginning of a non-tangent curve concave Northerly having a radius of 25.00 feet, a chord bearing of South 52°45'30" East, a chord length of 35.16 feet; thence run along the arc of said curve through a central angle of 89°21'10", an arc length of 38.99 feet; thence North 82°33'55" East, 95.29 feet; thence North 08°04'55" West, 117.54 feet; thence North 81°55'05" East, 360.15 feet; thence North 08°04'55" West, 95.00 feet; thence North 81°55'05" East, 50.00 feet; thence South 08°04'55" East, 95.00 feet; thence North 81°55'05" East, 491.37 feet; thence South 00°34'06" West, 40.21 feet; thence South 89°12'53" East, 169.88 feet; thence South 00°47'07" West, 78.61 feet; thence South 18°34'39" West, 101.21 feet; thence South 44°25'16" West, 95.04 feet; thence South 00°02'39" West, 24.43 feet; thence North 89°57'21" West, 103.68 feet; thence South 00°02'39" West, 83.53 feet to the South line of Lot 3, Block 20, SILVER LAKE ESTATES (revised and corrected Plat of re-subdivision of SILVER LAKE ESTATES) as recorded in Plat Book 10, Pages 66 through 69, Public records of Lake County, Florida; thence run along said South line of Lot 3 the following three (3) courses and distances; (1) thence North 88°26'57" West, 13.49 feet; (2) thence South 86°37'35" West, 274.64 feet; (3) thence South 86°26'36" West, 312.75 feet to the Southwest corner of said Lot 3 also being the Southeast corner of aforesaid FOREST AT SILVER LAKE; thence run along the Southerly line of said FOREST AT SILVER LAKE the following seven (7) courses and distances; (1) South 86°26'36" West, 69.27 feet; (2) thence South 82°33'55" West, 540.47 feet; (3) thence South 75°58'57" West, 57.40 feet; (4) thence South 75°23'05" West, 50.57 feet;

(5)thence South 68°22'28" West, 511.00 feet; (6)thence South 53°04'57" West, 213.83 feet; (7)thence South 49°57'38" West, 5.10 feet to the Southwest corner of said FOREST AT SILVER LAKE; thence North 39°25'22" West along the Westerly line of said FOREST AT SILVER LAKE, 711.45 feet to the Easterly Right of Way line of County Road No. 44, according to said FOREST AT SILVER LAKE; thence North 36°40'04" East along said Easterly Right of Way line, 237.45 feet to the Easterly Right of Way line of County Road No. 44, as described in Official Records Book 5868, Page 845, Public Records of Lake County, Florida; thence run along said Easterly Right of Way line the following three (3) courses and distances; (1)North 40°36'48" East, 185.75 feet; (2)thence North 38°17'03" East, 120.82 feet; (3)thence North 36°40'13" East, 110.78 feet to the POINT OF BEGINNING.

Containing 25.405 acres, more or less.



WF1612996

Printed Date: 8/6/2025

Customer:

Eric Swanson

SOC # _____

Start Date: _____ Update By: _____

SOC # _____

Start Date: _____ Update By: _____

Job Description:
Mornign Side at Silver Lake

Worksite:
Monning Side at Silver Lake

Soc Positive Response # 800-852-8057
Leesburg Operations # 352-728-9830

Comments:

Subdivision

Feeder, Substation, and Cross Street:
L200/Airport/Spring ct

— INSTALL
— REMOVE
— REPLACE
— TRANSFER

DOT Permit #: None
County Permit #: None

Engineer: Steve

**RESOLUTION OF THE MANAGER OF
TAMARACK LAND – MORNINGSIDE, LLC**

The undersigned, being the duly appointed Manager of Tamarack Land – Morningside, LLC, a Delaware limited liability company (the “**Company**”), hereby adopts this resolution, pursuant to the Company’s Limited Liability Company Agreement dated January 17, 2025 (the “**LLC Agreement**”). Capitalized terms used but not defined herein, shall have the meaning given to them in the LLC Agreement.

WHEREAS, the undersigned Manager of the Company has executed this consent for purposes of documenting its approval of the foregoing transactions on behalf of the Company.

NOW, THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that the undersigned Manager of the Company does hereby authorize and empower Brian Theis and Shawn Kozera as an Authorized Person of the Company (the “**Authorized Person**”), to take such steps and perform all such actions as may be necessary or required to execute any documents relating to construction, governmental applications, and other related documents, excluding any deeds, mortgages, or any other encumbering documents, and containing such terms as deemed necessary by the Authorized Person in its sole discretion;

RESOLVED, that this consent may be executed and delivered (including delivery by email or facsimile transmission) at different times and places in one or more counterparts, each of which taken shall be deemed an original and all of which taken together shall constitute one and the same instrument.

This Written Consent is dated as of July 15, 2025.

Manager:

LCG Lot Development 3 GP, LLC



By: Norris Nissim

Its: Authorized Person

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: September 8, 2025

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne FY 2024 (2025) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) in the amount of \$10,270.00 to defray costs associated with the purchase of department equipment; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for, and if awarded, accept the FY2024 (2025) Edward Byrne Memorial Justice Countywide (JAGC) Grant Solicitation in the amount of \$10,270.00 to defray the cost of four (4) less-lethal Conducted Energy Weapons (CEW) (Taser), licenses and holsters; and providing for an effective date.

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>
Conducted Energy Weapon (CEW/Taser), Battery Pack, license and holster	\$2,717.80	4	\$10,871.20
Total Cost			\$10,871.20
JAG Grant Award Amount			\$10,270.00
Remaining Balance (Excess to come from current budget)			\$601.20

Analysis:

The department currently has CEW's in service for sworn members who engage suspects and others who may pose a risk to themselves and others, on a routine basis. The current CEW's are antiquated and nearing or have reached their serviceability life. Furthermore, the CEW's that are no longer serviceable cannot be repaired due to parts availability. By upgrading to newer CEW systems, officers will continue to have this less-lethal equipment available during incidents in which the suspect is actively and/or aggressively resisting officer's efforts to apprehend them or take into custody those persons who pose a risk of harm to themselves or others.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the application and acceptance of the FY2024 (2025) Edward Byrne JAGC Countywide Solicitation grant of **\$10,270.00** to defray the cost of four (4) less lethal Conducted Energy Weapons (CEW) (Taser), battery packs, licenses and holster; and authorized source purchase; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

If awarded, a budget adjustment will be necessary to add this into the current budget. There is no local match required for this grant.

Account No. 001-0000-331-2100

Project No. JA0035

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO APPLY FOR AND, IF AWARDED, ACCEPT AN EDWARD BYRNE FY 2024 (2025) COUNTYWIDE SOLICITATION GRANT FROM THE U.S. DEPARTMENT OF JUSTICE (JAG) IN THE AMOUNT OF \$10,270.00 TO DEFRAY COSTS ASSOCIATED WITH THE PURCHASE OF DEPARTMENT EQUIPMENT; 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 Police Department to apply for and, if awarded, accept an Edward Byrne FY 2024 (2025) Countywide Solicitation Grant from the U.S. Department of Justice (JAG) in the amount of \$10,270.00 to defray costs associated with the purchase of department equipment.

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 8th day of September 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: September 8, 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 grant agreement 3-12-0042-034-2025 between the City of Leesburg and the Federal Aviation Administration (FAA) for the purpose of obtaining funding for the Leesburg International Airport Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation Construction and construction administration services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of FAA Grant Agreement No. 3-12-0042-034-2025 for an amount of \$2,510,966.00.

Analysis:

The Leesburg Airport has identified the need to reconstruct airfield pavement on Taxiway A1, A3, and Delta. Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13/31. Associated lighting and signage are also included in the project scope.

The FAA has provided a grant for 95% of the project costs. The FAA requires electronic signatures; the grant agreement will be emailed to the Mayor for DocuSign, then subsequently to the City Attorney for DocuSign. Attached is a PDF version for reference only. This FAA grant is being presented based on actual construction costs.

At a future meeting, staff will present an FDOT grant for 4% of the eligible costs, as well as the construction agreement and the engineering construction oversight task order, as detailed in the following procurement analysis.

Procurement Analysis:

The City approved an Agreement for Professional Services on a Continuing Basis, by Resolution 11,769, dated January 22, 2024, with AVCON, Inc. This Task Order, for an amount not to exceed \$160,000.00, is being made under the terms and conditions of that continuing services agreement. The Task Order can be made in accordance with the City's agreement and Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA).

The Purchasing Division issued an Invitation to Bid (ITB) 2501401 on April 2, 2025, for the Construction

of Taxiway Delta, A1, A2, & A3 Construction. The opportunity was posted to the City's online solicitation platform. On May 8, 2025, Purchasing received and opened four (4) bid responses via virtual Zoom meeting.

Following a review of the bids by staff and the Engineer of Record, Ranger Construction Industries, Inc., was determined to be the lowest responsible and responsive bidder. A summary of the bids is provided here:

1. Ranger Construction Industries, Inc.	\$2,468,361.90
2. C.W. Roberts Contracting, Inc.	\$2,484,484.00
3. Bulldog Sitework, LLC	\$2,516,261.16
4. Dickerson Infrastructure, Inc.	\$2,648,360.00

Options:

1. Approve and execute FAA Grant Agreement No. 3-12-0042-034-2025; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Approval of this grant will bring in \$2,510,966.00. This is an increase of \$713,860.000 in the estimated grant funding for this project. A budget adjustment will be processed to add these additional funds to the current Airport Capital Projects.

Account No. 048-0000-331-4100
WF No. WF1450922/2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
GRANT AGREEMENT 3-12-0042-034-2025 BETWEEN THE CITY OF
LEESBURG AND THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR
THE PURPOSE OF OBTAINING FUNDING FOR THE LEESBURG
INTERNATIONAL AIRPORT TAXIWAY RECONSTRUCTION OF A1, A3,
DELTA, AND A2 RELOCATION CONSTRUCTION AND CONSTRUCTION
ADMINISTRATION SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Federal Aviation Administration, whose address is 8427 South Part Circle, Suite 524, Orlando, Florida 32819.

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 8th day of September 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

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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

Dear Ms. Tracey Dean:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0042-034-2025 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 **September 18, 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,

{Sig_es_:signer1: signature}}

Juan C. Brown
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<code>{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}</code>
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Airport/Planning Area	Leesburg International Airport
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Airport Infrastructure Grant Number	3-12-0042-034-2025
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Unique Entity Identifier	NDCSFAJMQJ74
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TO: City of Leesburg

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 13, 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:

Reconstruct Taxiway D (450 feet), Reconstruct Taxiway A1 (80 feet), Reconstruct Taxiway A3 (80 feet), Shift Taxiway A2 (120 feet) (construction phase)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); 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 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 \$2,510,966.

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

\$2,510,966 for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

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 except as noted in 49 U.S.C § 47142(b).

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

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 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, 49 U.S.C. Chapters 471 and 475, 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 September 18, 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP 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 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 America.** 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 49 U.S.C. § 47110, 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 they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

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 subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a 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 persons, 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; 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 the performance under this Grant; or
- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions 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 the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA 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 paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in 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 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 meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP 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)(1)] 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 on 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 FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that 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, 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.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) 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 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 DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. 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 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor 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. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining

airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

36. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
37. **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**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(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 {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

City of Leesburg

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2: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, **{{N_es :signer3: fullname}}**, 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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); 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 **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**
(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.

0. 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.

1. 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.

2. 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

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. 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. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. 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.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-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.

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

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

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. 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.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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.

31. Disposal of Land.

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under 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 May 13, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, 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).

38. Hangar Construction.

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

39. Competitive Access.

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

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. 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: 6.A.1.

Meeting Date: September 8, 2025

From: Melissa Arriaga, (Director of Human Resources)

Subject: An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, by amending Section 6, Benefit Amounts and Eligibility, and Section 28, Deferred Retirement Option Plan; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and; providing an effective date.

Staff Recommendation:

Staff recommends approval of ordinance (second reading). Amendments to the City's Code of Ordinances, Chapter 17, Article IV, changes to Sections 6 and 28 of the City of Leesburg's Municipal Police Officers' Pension Trust Fund.

Analysis:

During this year's CBA re-opener negotiations, the City and Police Association agreed to make changes to Article 31, which were approved by the City Commission on July 14, 2025, to take effect on October 1. The following changes have been incorporated into the recommended ordinance amendment:

1. The multiplier to calculate the police pension will go from three percent (3%) to three and a quarter percent (3.25%) for all years of service for all members who retire on or after October 1, 2025. This retroactive change shall apply to all current, sworn members, including all DROP participants.
2. The DROP shall be extended from sixty (60) months to a maximum of ninety-six (96) months, and the members continue to have the choice of completing less than the entire period.

Procurement Analysis:

N/A

Options:

1. Approve second reading of requested changes, as presented, to the City's Code of Ordinances, Chapter 17, Article IV, Sections 6 and 28 of the Police Officers' Retirement Fund; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

These changes which total approximately \$554,655 have been included in the FY26 budget.
Account No. 001-2111-521-2211

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG, BY AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, AND SECTION 28, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AS FOLLOWS:

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, is hereby amended by amending as follows, Section 6, BENEFIT AMOUNTS AND ELIGIBILITY, Subsection 2., Normal Retirement Benefit, to read as follows:

SECTION 6: BENEFIT AMOUNTS AND ELIGIBILITY.

1. Normal Retirement Age and Date.

For a Member who was eligible for normal retirement on or before September 30, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. For a Member who is eligible for normal retirement on or after October 1, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

2. Normal Retirement Benefit.

A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during the Member's lifetime, ceasing upon the death, but with one hundred twenty (120) monthly payments guaranteed in any

event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service prior to May 27, 2003, two percent (2%) of Average Final Compensation for each year of Credited Service between May 27, 2003 and September 30, 2009, two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, and three percent (3.0%) of Average Final Compensation for each year of Credited Service thereafter. Notwithstanding the foregoing, for Members who retire or enter the DROP on or after October 1, 2025, and for Members who are participating in the DROP as of October 1, 2025, the monthly retirement benefit shall equal three and a quarter percent (3.25%) for all years of Credited Service. For the avoidance of doubt this new benefit multiplier of three and a quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible DROP participants shall be re-calculated by applying the change in increased benefit multiplier to all years of Credited Service and adjusting their respective monthly benefit amounts to be credited to their DROP accounts effective with the October 1, 2025 allocations and payable accordingly going forward.

[...]

SECTION 2: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, is hereby amended by amending as follows, Section 28, DEFERRED RETIREMENT OPTION PROGRAM, Subsection 2, Participation, Paragraph C, Period of Participation, to read as follows:

SECTION 28: DEFERRED RETIREMENT OPTION PROGRAM.

[...]

2. Participation.

[...]

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. Notwithstanding, effective October 1, 2025, an eligible Member, as described herein, shall be eligible to participate in the DROP for a period not to exceed ninety-six (96) months. An eligible Member who entered the DROP prior to October 1, 2025, and has not reached their maximum DROP participation period of sixty (60) months as of October 1,

2025, may, in accordance with the conditions specified below, elect to extend their maximum DROP participation period from sixty (60) months to ninety-six (96) months. Upon approval by the Board, a Member's election to extend their participation in the DROP shall extend their respective DROP participation period as if the maximum participation period upon their original entry into the DROP was 96 months (e.g. adding 36 months to the initial 60-month maximum DROP participation period).

For Members who elect to extend their maximum DROP participation, the following conditions shall apply to such an extension:

- i. The election shall be irrevocable; and
- ii. The Member must, in writing,
 - 1. agree to terminate employment at the end of the extended DROP participation period; and
 - 2. submit an irrevocable, unconditional letter of resignation prior to extending their DROP where such resignation shall become effective on the earlier of the termination of the Member's employment, for any reason, or the last day of the extended maximum DROP participation period; and

iii. The Member must elect to extend the DROP participation period and submit the written requirements noted above prior to the end of the member's initial 60-month DROP participation period. In the event a Member who is eligible to extend their maximum DROP participation period does not elect timely to do so, the Member's DROP participation period shall not be extended, and the maximum DROP participation period shall remain at sixty (60) months. For a DROP participant who fails to terminate City employment at the expiration of their 96-month maximum DROP participation period, such Member shall be deemed not to be retired, the Member's DROP election shall be null and void, and the Member shall effectively have no accumulated DROP benefits for such period. Their membership in the plan shall be reestablished retroactively to the original date of the commencement of their DROP, and the Member shall be required to pay to the Pension Trust Fund all Member contributions owed (including the City's required contributions) for such period as if they had continued service with the City during the period such Member had participated in the DROP, plus an interest rate equal to the Pension Trust Fund's annual assumed investment return during each year the Member participated in the DROP. Any such Member shall no longer be eligible to participate in the DROP at any point prior to their retirement.

An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the

date provided for in the previous sentence. A Member may participate only once.

[...]

SECTION 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6: This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of September 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

July 15, 2025

Via Email

Board of Trustees
City of Leesburg
Police Officers' Pension Board

Re: City of Leesburg Municipal Police Officers' Pension Trust Fund

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. The required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Patrick T. Donlan, EA, ASA, MAAA

Enclosure

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Leesburg is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 185, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Leesburg is considering the implementation of amended retirement benefits for its Police Officers. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF LEESBURG
MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

ACTUARIAL IMPACT STATEMENT

July 15, 2025

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- Effective October 1, 2025, provide that the benefit accrual rate will be 3.25% for all years of service for all Members who retire on or after October 1, 2025, including the members participating in DROP as of October 1, 2025. The current DROP balances will not be altered, but the monthly benefits credited to the DROP beginning October 1, 2025 will reflect the 3.25% benefit rate for all years of service.
- Extend the Maximum DROP participation period from 5 to 8 years. In order to value for this provision, the liabilities for current and future DROP Retirees were increased by 1.0%.

The cost impact, determined as of October 1, 2024, applicable to the fiscal year ending September 30, 2026, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	37.28%	29.96%
Member Contributions (Est.) % of Projected Annual Payroll	7.65%	7.65%
City And State Required Contribution % of Projected Annual Payroll	29.63%	22.31%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$360,318 7.50%	\$360,318 7.50%
City Required Contribution % of Projected Annual Payroll	22.13%	14.81%

¹ Represents the amount received in calendar 2024. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF LEESBURG
MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

ACTUARIAL IMPACT STATEMENT

July 15, 2025

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2024 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2024 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #23-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
A. Participant Data		
Actives	60	60
Service Retirees	34	34
DROP Retirees	5	5
Beneficiaries	1	1
Disability Retirees	5	5
Terminated Vested	<u>18</u>	<u>18</u>
Total	123	123
Projected Annual Payroll	4,801,609	4,801,609
Annual Rate of Payments to:		
Service Retirees	1,192,028	1,192,027
DROP Retirees	334,649	269,594
Beneficiaries	30,985	30,985
Disability Retirees	148,266	148,266
Terminated Vested	49,947	49,947
B. Assets		
Actuarial Value (AVA) ¹	29,514,753	29,514,753
Market Value (MVA) ¹	30,868,662	30,868,662
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	18,963,995	16,874,443
Disability Benefits	613,658	564,019
Death Benefits	225,039	202,856
Vested Benefits	1,837,273	1,674,633
Refund of Contributions	429,398	429,398
Service Retirees	13,036,242	13,036,242
DROP Retirees ¹	5,419,241	4,552,938
Beneficiaries	264,591	264,591
Disability Retirees	2,011,128	2,011,128
Terminated Vested	<u>498,586</u>	<u>498,586</u>
Total	43,299,151	40,108,834

C. Liabilities - (Continued)	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Present Value of Future Salaries	36,148,115	36,148,115
Present Value of Future Member Contributions	2,765,331	2,765,331
Normal Cost (Retirement)	528,787	477,366
Normal Cost (Disability)	40,696	39,202
Normal Cost (Death)	13,052	12,270
Normal Cost (Vesting)	109,864	102,234
Normal Cost (Refunds)	<u>65,737</u>	<u>65,737</u>
Total Normal Cost	758,136	696,809
Present Value of Future Normal Costs	5,468,009	5,025,017
Accrued Liability (Retirement)	15,025,226	13,300,378
Accrued Liability (Disability)	308,774	271,235
Accrued Liability (Death)	124,377	108,621
Accrued Liability (Vesting)	1,012,141	909,262
Accrued Liability (Refunds)	130,836	130,836
Accrued Liability (Inactives) ¹	<u>21,229,788</u>	<u>20,363,485</u>
Total Actuarial Accrued Liability (EAN AL)	37,831,142	35,083,817
Unfunded Actuarial Accrued Liability (UAAL)	8,316,389	5,569,064
Funded Ratio (AVA / EAN AL)	78.0%	84.1%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Vested Accrued Benefits		
Inactives ¹	21,229,788	20,363,485
Actives	6,755,814	6,731,651
Member Contributions	<u>2,551,047</u>	<u>2,551,047</u>
Total	30,536,649	29,646,183
Non-vested Accrued Benefits	<u>516,243</u>	<u>483,859</u>
Total Present Value		
Accrued Benefits (PVAB)	31,052,892	30,130,042
Funded Ratio (MVA / PVAB)	99.4%	102.5%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	922,850	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	922,850	

	New Benefits	Old Benefits
Valuation Date	10/1/2024	10/1/2024
Applicable to Fiscal Year Ending	<u>9/30/2026</u>	<u>9/30/2026</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Projected Annual Payroll ²	16.33	15.01
Administrative Expenses (with interest)		
% of Projected Annual Payroll ²	1.81	1.81
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 20 years (as of 10/1/2024, with interest)		
% of Projected Annual Payroll ²	19.14	13.14
Minimum Required Contribution		
% of Projected Annual Payroll ²	37.28	29.96
Expected Member Contributions		
% of Projected Annual Payroll ²	7.65	7.65
Expected City and State Contribution		
% of Projected Annual Payroll ²	29.63	22.31

¹ The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2024.

² Contributions developed as of 10/1/2024 are expressed as a percentage of Projected Annual Payroll at 10/1/2024 of \$4,801,609.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2023 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

75% of active deaths are assumed to be service-incurred.

Interest Rate

6.80% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

<u>Service</u>	<u>Rate</u>
0	12.00%
1-14	5.00%
15+	4.50%

Projected salary at retirement is increased individually to account for non-regular compensation. This is based on the results of the December 3, 2021 experience study.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$84,247 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 15 years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A half year, based on current 6.80% assumption.

Salary - None.

Retirement Age

<u>Years After Normal Eligibility</u>	<u>Probability of Retirement</u>
0	75%
1+	100%

This is based on the results of the December 3, 2021 experience study.

Early Retirement

Commencing at eligibility for Early Retirement
Members are assumed to retire with an immediate benefit at the rate of 10% per year. This is based on the results of the December 3, 2021 experience study.

Disability Rate

See sample rates in the table (1207) below.

<u>Age</u>	<u>% Becoming Disabled During the Year</u>
20	0.07%
30	0.11%
40	0.19%
50	0.51%

This was supported by the December 3, 2021 experience study. It is assumed that 75% of disablements are service related.

Termination Rate

<u>Service</u>	<u>Rate</u>
0-4	13.0%
5 - 9	9.0%
10 – 14	8.0%
15+	2.0%

This is based on the results of the December 3, 2021 experience study.

Asset Valuation

All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 22-39)

<u>Eligibility</u>	Full-time sworn police officers.
<u>Salary</u>	Reportable W-2 compensation, less Christmas bonuses, but including lump sum payment of accrued sick leave, accrued annual leave, or accrued compensatory leave, plus all tax deferred (IRC Section 414(h)(2) and IRC Section 457 contributions) and tax exempt (IRC Section 125) items of income. Effective January 22, 2013, Salary shall not include more than 300 hours of overtime per year. Additionally, Salary will include the lesser of the amount of unused sick and annual leave time accrued as of January 22, 2013, or the actual amount of sick and vacation leave time for which the retiree receives payment at the time of retirement.
<u>Average Final Compensation</u>	Average of Salary paid during the 5 best years of the last 10 years of Credited Service. (The best 4 years for any Member eligible for Normal Retirement as of January 27, 2014.)
<u>Credited Service</u>	Years and fractional parts of years of service with the City as a Police Officer.
<u>Normal Retirement</u>	
Date	Earlier of 1.) Age 52 (Age 50 for Members eligible for Normal Retirement as of October 1, 2015 under the prior provisions) and the completion of 25 Years of Credited Service, or 2.) Age 55 and the completion of 10 years of Credited Service.
Benefit	3.00% of Average Final Compensation times Credited Service prior to May 27, 2003; 2.00% for each year between May 27, 2003 and September 30, 2009; 2.5% for each year of Credited Service between October 1, 2009 and September 30, 2015; and 3.00% for each year of Credited Service thereafter.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 (Age 45 for Members who will be eligible for Early Retirement as of October 1, 2015 under the prior provisions) and completion of 10 years of Credited Service.

Benefit	Accrued benefit, reduced 3.0% per year from what would have been the Normal Retirement Date had the member remained employed.
<u>Disability Benefit</u>	
Eligibility	Total and permanent; Medical proof required. 10 years of Credited Service required for non-service incurred disability benefit.
Exclusions	Disability resulting from the use of drugs, illegal participation in riots, service in military, etc.
Benefit	
Service Connected	Greater of accrued benefit or 50% of Average Final Compensation.
Non-Service Connected	Greater of accrued benefit or 25% of Average Final Compensation.
<u>Pre-Retirement Death Benefit</u>	
Service Connected	Beneficiary receives a monthly benefit which can be provided by the greater of: 1.) present value of Member's accrued benefit, or 2.) lesser of 24 times the Member's Average Final Compensation, or 100 times the Member's anticipated normal retirement benefit.
Non-Service Connected	If less than 10 years of service, beneficiary receives a refund of Member contributions; otherwise, same as service connected benefits.
<u>Death After Retirement</u>	
	Benefit payable in accordance with optional form of pension selected at time of retirement.
<u>Vesting (Termination of Employment)</u>	
Less than 10 years	Refund of Member Contributions.
10 years or more	Accrued pension payable on a reduced basis at Normal (unreduced) or Early (reduced) Retirement Date.
<u>Member Contributions</u>	
	7.65% of Salary.
<u>City Contributions</u>	
	Amount required after State premium tax refunds in order to pay current costs and amortize unfunded past service cost, as provided in Part VII, Chapter 112, Florida Statutes.

Board of Trustees

- 1.) Two City residents appointed by the City Commission,
- 2.) Two Police Officers elected by a majority of Police Officers and
- 3.) A fifth Member elected by the Board and appointed (as a ministerial duty) by the City Commission.

Deferred Retirement Option Plan

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.
Rate of Return	Actual net rate of investment return (total return net of brokerage commissions, management fees and transaction costs) credited each fiscal quarter.
Form of Distribution	Cash lump sum (options available) at termination of employment.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: September 8, 2025

From: Melissa Arriaga, (Director of Human Resources)

Subject: An Ordinance of the City of Leesburg, Florida amending Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, of the Code of Ordinances of the City of Leesburg, by amending Section 1.1, Definitions; Section 1.3, Participants Contribution Account; Section 2.2, Normal Retirement and Retirement Income; providing for inclusion in the City's Code of Ordinances; providing for severability; repealing all Ordinances in conflict herewith; and providing for an effective date.

Staff Recommendation:

Staff recommends approval of ordinance (second reading). Amendments to the City's Code of Ordinances, Chapter 17, Article III, changes to Sections 1 and 2 of the Municipal Firefighters Pension plan.

Analysis:

During this year's CBA re-opener negotiations, the City and Fire union agreed to make changes to Article 25, which were approved by the Commission on July 14, 2025, to take effect on October 1. The following changes have been incorporated into the recommended ordinance amendment:

1. The member contribution will increase from 6.5% to 7.5%.
2. The firefighter's retirement plan will allow their salary to include no more than 100 hours of overtime as compensable.
3. Addition of a Deferred Retirement Option Plan (DROP) benefit.

Procurement Analysis:

N/A

Options:

1. Approve second reading of requested changes, as presented, to the City's Code of Ordinances, Chapter 17, Article III, Sections 1 and 2 of the Municipal Firefighters Pension plan.
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

These pension changes (including the contribution increase by the Fire members) will have an

approximate budgetary impact of \$67,782 in FY26.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE III, MUNICIPAL FIREFIGHTERS PENSION, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG, BY AMENDING SECTION 1.1, DEFINITIONS; SECTION 1.3, PARTICIPANTS CONTRIBUTION ACCOUNT; SECTION 2.2, NORMAL RETIREMENT AND RETIREMENT INCOME; PROVIDING FOR INCLUSION IN THE CITY'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg had established a defined benefit plan for the members of the City of Leesburg Fire Department entitled the City of Leesburg Municipal Firefighters' Retirement Plan ("Retirement Plan"); and

WHEREAS, the Board of Trustees for the Retirement Plan are providing an ordinance amendment to confirm with the negotiations between the City and the Union providing for an increase in the member contribution rate, allowing for inclusion of overtime, and creating a Deferred Retirement Option; and,

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

SECTION 1: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 1.1, is hereby amended as follows:

1.1 DEFINITIONS

(7) **Basic Compensation:** The total compensation actually paid to the Participant in a calendar year by the City, excluding ~~any overtime pay~~, shift differential, commissions, bonus payments, accrued annual leave, accrued sick leave, accrued compensatory time, payments made for any accrued unused sick or annual leave, expense allowances, working out of class pay and all other extraordinary compensation, plus all tax deferred or tax exempt items of compensation. As of October 1, 2025, Basic Compensation shall include overtime up to 100 hours per calendar year.

SECTION 2: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 1.3, is hereby amended as follows:

1.3 – PARTICIPANTS CONTRIBUTION ACCOUNT

~~Each Participant will contribute toward the cost of the Plan an amount equal to 5% of the Participants Basic Compensation.~~ Effective April 1, 1994 each Participant will contribute towards the cost of the Plan an amount equal to 6.5% to the Participant's Basic Compensation. Effective October 1, 2025, each Participant will contribute towards the Plan in an amount equal to 7.5% of the Participant's Basic Compensation.

SECTION 3: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 2.2, is hereby amended as follows:

2.2 – NORMAL RETIREMENT AND RETIREMENT INCOME

(D) Supplemental Retirement Income:

Any Participant that separates from employment as a firefighter on or after January 1, 2011, who qualifies for Normal Retirement, Early Retirement, or Disability Retirement under provisions of the Plan shall be entitled to a monthly Supplemental Retirement Income of \$10.50 per month per year of Credited Service. Any Participant who enters the DROP on or after October 1, 2025 shall be entitled to a monthly Supplemental Retirement Income of \$10.50 per month per year of Credited Service. The Supplemental Retirement Income monthly payments shall be payable commencing with the payment of monthly retirement benefits upon the earlier of entry into the DROP or upon separation of service for Normal Retirement, Early Retirement, or Disability Retirement. Participants will receive payments until they have been paid one hundred fifty-six (156) monthly payments, or until Participant's death, whichever comes first.

SECTION 4: That Chapter 17, Pensions and Retirement, Article III, Municipal Firefighters Pension, Section 2.2, is hereby amended as follows:

2.2 – NORMAL RETIREMENT AND RETIREMENT INCOME

(F) DEFERRED OPTION RETIREMENT PLAN (DROP): A Deferred Retirement Option Program is hereby created.

(a) Any Active employee who becomes eligible for normal retirement on or after October 1, 2025, may request, in writing, to participate in DROP as set forth in this subsection.

(b) As of DROP participation date, Members will cease to accrue any additional service credit. Credited service and salary used for the calculation of your monthly retirement benefit will freeze as of the Member's DROP participation date. Member will cease making contributions to the Plan as defined in Section 1.3.

(c) The total years of participation in DROP may not exceed five years. A Member's monthly retirement benefit will be deposited into the DROP until the earlier of:

1. A total of 60 monthly payments.
2. The Member separates from Service prior to the 60 monthly payments.

(d) Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit is deposited into your DROP account. Your account earns an investment return equal to the net investment return realized by the system for that quarter. You could experience losses as well as gains.

(e) Upon separation of service, Members in the DROP will receive the balance in the DROP

account in a lump sum. No payments will be made from the DROP unless the Member terminates employment.

(f) If a Member dies prior to receiving payments from the DROP, the designated beneficiary shall have the same rights of distribution as the Member.

(g) The decision to enter the DROP is irrevocable. Each firefighter who enters the DROP is required to execute whatever documents the Board of Trustees promulgates, which shall include, at a minimum, an agreement that he or she will resign from the City of Leesburg Fire Department no later than five years from actual date of entering the DROP.

(h) Once you enter DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter DROP.

(i) Participation in DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

(j) The board of trustees have the power to make such administrative rules as are necessary for the efficient implementation and operation of the DROP plan and to ensure compliance with applicable provisions of the Internal Revenue Code.

SECTION 5. It is the intention of the City Commission, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Leesburg, that the sections of the Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word as the context so requires.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. If any word, sentence, clause, phrase, or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

SECTION 8. This Ordinance shall take effect immediately upon its passage unless otherwise indicated.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of September 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



August 29, 2025

Board of Trustees, City of Leesburg Municipal Firefighters' Retirement Plan
c/o Ms. Sonja Vicchiollo-Shaffer, Plan Administrator <pensionstandard@outlook.com>

Re: Impact Statement - 5 Year DROP; Employee Contributions 7.5%; 100 Hours OT Pensionable

Dear Sonja:

As requested, we have prepared the enclosed Actuarial Impact Statement measuring the first-year financial impact of the attached proposed ordinance which would amend the City of Leesburg Municipal Firefighters' Retirement Plan (the Plan) to implement a 5-Year Deferred Retirement Option Program (DROP), increase employee contributions from 6.5% to 7.5% of pay, and to include up to 100 hours of overtime as pensionable compensation.

Census Data, Methods and Assumptions to Determine Actuarial Impact

The census and financial data, along with the actuarial methods and assumptions used, are the same as shown in October 1, 2024 actuarial valuation report dated February 27, 2025, with the exception of the retirement rates and pensionable compensation information.

The impact of implementing the 5-Year DROP is experienced mostly through changes in member behavior and is modeled by assuming accelerated retirement patterns. Assumption changes will affect retirements prior to accruing 30 years of service. Prior to DROP implementation, some, but not all, members were assumed to retire upon attaining 25 years of service. After the DROP is implemented, members who would have retired at 25 years of Credited Service will continue to do so. However, members who would have waited until 30 years of Credited Service to retire may be instead inclined to enter the DROP at 25 years of Credited Service and still retire at 30 years of service. To incorporate the estimated change in behavior in the valuation, we have revised the unisex rates of retirement as shown below.

Rates of Retirement Used in 10-1-2024 Valuation						Rates of Retirement for This Impact Statement				
Age	Service					Age	Service			
	0-9	10-24	25-26	27-29	>=30		0-9	10-24	>=25	
<=49	0%	0%	0%	0%	0%	<=49	0%	0%	0%	
50	0%	5%	5%	5%	5%	50	0%	5%	5%	
51	0%	5%	5%	5%	5%	51	0%	5%	5%	
52	0%	5%	50%	50%	100%	52	0%	5%	100%	
53	0%	5%	50%	50%	100%	53	0%	5%	100%	
54	0%	5%	50%	100%	100%	54	0%	5%	100%	
>=55	0%	100%	100%	100%	100%	>=55	0%	100%	100%	

Note that the impact associated with the revision to employee contributions from 6.5% to 7.5% effective October 1, 2025 has been estimated in conjunction with implementation of the DROP using the above revised rates of retirement.

The impact associated with including up to 100 hours of overtime in pensionable compensation has also been estimated using the above revised rates of retirement, and after reflecting a change in employee contributions from 6.5% to 7.5%. In addition, compensation information has been revised starting with that expected for the year beginning October 1, 2025 to include 150% of 100 times the hourly rate as provided for the October 1, 2024 actuarial valuation for all active members at that date, except for six members identified as not being eligible for overtime.

Note that it is difficult to predict how member behavior will change upon implementation of the DROP. In addition, there is no data to determine how much overtime members will work after knowing Plan provisions are changed to include up to 100 hours. If the proposed ordinance is adopted, we recommend an experience review be performed after the provision has been in place for a number of years to ensure consistency with emerging experience.

This Statement must be filed with the Division of Retirement before the final public hearing on the ordinance. Please have a member of the Board of Trustees sign the Statement. Then please send the Statement along with a copy of the proposed ordinance to:

LOCAL RETIREMENT SECTION DIVISION OF RETIREMENT
P.O. BOX 9000
TALLAHASSEE, FL 32315-9000.
Email: local_ret@dms.myflorida.com

Description of Exhibits

The enclosed exhibits show the first-year impact of the proposed ordinance. While the results of the October 1, 2024 actuarial valuation (delivered February 27, 2025) are shown as the first column of figures, the second column provides the change in valuation results to incorporate the 5-Year DROP. The third column provides the change to both incorporate the 5-Year DROP and revise employee contributions from 6.5% to 7.5% of pay. Finally, the fourth column provides the total change in valuation results for the 5-Year DROP, the change in employee contribution rates from 6.5% to 7.5%, and to allow members up to 100 hours of overtime as pensionable pay.

If the proposed ordinance is adopted on or before September 30, 2025, the October 1, 2024 actuarial valuation report which determined funding for the fiscal year ending September 30, 2026 will require revision. However, if adopted on October 1, 2025 or later, the actual initial financial impact of the proposed ordinance will be measured in the October 1, 2025 actuarial valuation which determines funding for the fiscal year ending September 30, 2027.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the



actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of this assignment does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the expected returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

Risk Assessment

A quantitative risk assessment is outside the scope of this assignment. Additional assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision-making process.

Required Disclosures

This report was prepared at the request of the Board of Trustees, and is intended for use by the Board and those designated or approved by the Board. This report may be provided to parties other than the Board only



in its entirety and only with their permission. GRS is not responsible for unauthorized use of this report.

This report is intended to describe the financial effect of the proposed plan changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them. This report should not be relied on for any purpose other than the purpose described above.

The calculations in this report are based upon information furnished by the Plan Administrator and the City for the October 1, 2024 actuarial valuation concerning plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator and the City.

In the event that more than one change is being considered, it is very important to remember that the results of separate actuarial valuations cannot be added together to produce a correct estimate of the combined effects of all the changes. The total can differ considerably from the sum of the parts due to the interaction of the plan provisions and assumptions with each other and the impact that one change can have on the impact of another change.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of this report prior to relying on information in this report.

This report was prepared using ProVal's valuation model, a software product of Winklevoss Technologies. We are relying on the ProVal model. We performed tests of the ProVal model with this assignment and made a reasonable attempt to understand the developer's intended purpose of, general operation of, major sensitivities and dependencies within, and key strengths and limitations of the ProVal model. In our professional judgment, the ProVal valuation model has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

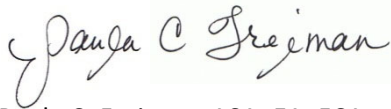
The undersigned actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

This actuarial valuation and/or cost determination was prepared and completed by us or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge, the results are complete and accurate. In our opinion, the techniques and assumptions used are reasonable, meet the requirements and intent of Part VII, Chapter 112, Florida Statutes, and are based on generally accepted



actuarial principles and practices. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Paula C. Freiman, ASA, EA, FCA
Enrolled Actuary No. 23-5796
Consultant and Actuary



Piotr Krekora, ASA, EA, MAAA, FCA
Enrolled Actuary No. 23-8432
Senior Consultant and Actuary

Enclosures

**City of Leesburg Municipal Firefighters' Retirement Plan
Actuarial Impact Statement – August 29, 2025**

Description of Amendment

The proposed ordinance would amend the City of Leesburg Municipal Firefighters' Retirement Plan (the Plan) to:

- Implement a 5-Year Deferred Retirement Option Program (DROP)
- Increase employee contributions from 6.5% to 7.5% of pay
- Include up to 100 hours of overtime in pensionable pay

Funding Implications of Amendment

See attached exhibits.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

For the Board of Trustees
as Plan Administrator



**City of Leesburg Municipal Firefighters' Retirement Plan
Actuarial Impact Statement – August 29, 2025**

Plan

City of Leesburg Municipal Firefighters' Retirement Plan ("Plan")

Valuation Date

October 1, 2024

Date of Report

August 29, 2025

Report Requested by

Board of Trustees of the City of Leesburg Municipal Firefighters' Retirement Plan

Prepared by

Paula C. Freiman, ASA, EA, FCA

Group Valued

All active members of the Plan

Plan Changes Being Proposed

The proposed ordinance would amend the Plan to implement a 5-Year Deferred Retirement Option Program (DROP), increase employee contributions from 6.5% to 7.5% of pay, and include up to 100 hours of overtime in pensionable pay.

Participants Affected

Members affected by the proposed ordinance are as follows:

- Members who are actively employed on the effective date become eligible for DROP entry.
- Members who are actively employed on the effective date will have an increase to their employee contribution from 6.5% to 7.5%.
- Members who are actively employed on the effective date will have up to 100 hours of overtime included in pensionable pay.
- Members who terminated, retired or became disabled prior to the effective date are not eligible for the proposed changes.

Actuarial Assumptions and Methods

Same as used in the October 1, 2024 actuarial valuation report dated February 27, 2025, with the exception of the retirement rates. The unisex rates of retirement are revised as shown below.



Rates of Retirement Used in 10-1-2024 Valuation						Rates of Retirement for This Impact Statement			
Age	Service					Age	Service		
	0-9	10-24	25-26	27-29	>=30		0-9	10-24	>=25
<=49	0%	0%	0%	0%	0%	<=49	0%	0%	0%
50	0%	5%	5%	5%	5%	50	0%	5%	5%
51	0%	5%	5%	5%	5%	51	0%	5%	5%
52	0%	5%	50%	50%	100%	52	0%	5%	100%
53	0%	5%	50%	50%	100%	53	0%	5%	100%
54	0%	5%	50%	100%	100%	54	0%	5%	100%
>=55	0%	100%	100%	100%	100%	>=55	0%	100%	100%

Some of the other key valuation assumptions/methods are:

Net Assumed Return	7.00%
Mortality Table	From one of the last two actuarial valuations of the Florida Retirement System Pension Plan
Cost Method	Entry Age Normal (Level Percent of Salary)

Amortization Period for Change in Actuarial Accrued Liability Associated with Benefit Changes

20 years

Summary of Data Used in Report

Same data used in the October 1, 2024 actuarial valuation report dated February 27, 2025 except the impact associated with including up to 100 hours of overtime in pensionable compensation has been estimated by revising compensation starting with that expected for the year beginning October 1, 2025 to include 150% of 100 times the hourly rate as provided for the October 1, 2024 actuarial valuation for all active members at that date, except for six members identified as not being eligible for overtime.

Actuarial Impact of Proposed Change

See attached exhibits.

Special Risks Involved with the Proposal that the Plan Has Not Been Exposed to Previously

None.



City of Leesburg Municipal Firefighters' Retirement Plan

EXHIBIT A

Present Value of Benefits

	Valuation		5 Year DROP	5 Year DROP
	7.00%	5 Year DROP	Eec 7.5%	Eec 7.5%
Valuation as of October 1,	2024	2024	2024	100 Hrs OT
				2024
1. Active Members				
a. Retirement Benefits	\$19,236,861	\$19,317,096	\$19,317,096	\$19,800,433
b. Termination Benefits	1,414,567	1,414,567	1,419,827	1,475,971
c. Survivor Benefits	193,637	175,068	175,068	182,347
d. Disability Retirement	<u>352,607</u>	<u>297,867</u>	<u>297,867</u>	<u>310,387</u>
e. Total for Active Members	\$21,197,672	\$21,204,598	\$21,209,858	\$21,769,138
2. Inactive Members				
a. Retirement	\$13,727,133	\$13,727,133	\$13,727,133	\$13,727,133
b. Terminated Members	1,659,457	1,659,457	1,659,457	1,659,457
c. Beneficiaries	596,542	596,542	596,542	596,542
d. Disability Retirement	<u>154,162</u>	<u>154,162</u>	<u>154,162</u>	<u>154,162</u>
e. Total for Inactive Members	\$16,137,294	\$16,137,294	\$16,137,294	\$16,137,294
3. Share Balances	\$696,970	\$696,970	\$696,970	\$696,970
4. Present Value of Benefits (PVB)	\$38,031,936	\$38,038,862	\$38,044,122	\$38,603,402
5. Cumulative Increase in PVB		\$6,926	\$12,186	\$571,466

City of Leesburg Municipal Firefighters' Retirement Plan

EXHIBIT B

Unfunded Accrued Liability and Funded Percentage

	Valuation		5 Year DROP	5 Year DROP
	7.00%	5 Year DROP	Eec 7.5%	5 Year DROP
Valuation as of October 1,	2024	2024	2024	Eec 7.5% 100 Hrs OT 2024
1. Active Members				
a. Retirement Benefits	\$14,867,923	\$15,083,644	\$15,083,644	\$15,361,265
b. Termination Benefits	497,310	528,797	529,279	551,027
c. Survivor Benefits	80,199	70,212	70,212	73,222
d. Disability Retirement	<u>151,078</u>	<u>117,794</u>	<u>117,794</u>	<u>123,070</u>
e. Total for Active Members	\$15,596,510	\$15,800,447	\$15,800,929	\$16,108,584
2. Inactive Members				
a. Retirement	\$13,727,133	\$13,727,133	\$13,727,133	\$13,727,133
b. Terminated Members	1,659,457	1,659,457	1,659,457	1,659,457
c. Beneficiaries	596,542	596,542	596,542	596,542
d. Disability Retirement	<u>154,162</u>	<u>154,162</u>	<u>154,162</u>	<u>154,162</u>
e. Total for Inactive Members	\$16,137,294	\$16,137,294	\$16,137,294	\$16,137,294
3. Share Balances	\$696,970	\$696,970	\$696,970	\$696,970
4. Accrued Liability (AL)	\$32,430,774	\$32,634,711	\$32,635,193	\$32,942,848
5. Actuarial Value of Assets	\$27,861,802	\$27,861,802	\$27,861,802	\$27,861,802
6. Unfunded Accrued Liability (UAL)	\$4,568,972	\$4,772,909	\$4,773,391	\$5,081,046
7. Funded Percentage	85.91 %	85.37 %	85.37 %	84.58 %
8. Cumulative Change in UAL		\$203,937	\$204,419	\$512,074
9. Cumulative Change in Funded Percent		(0.54)%	(0.54)%	(1.33)%

City of Leesburg Municipal Firefighters' Retirement Plan

EXHIBIT C

Normal Cost

	Valuation 7.00% 2024	5 Year DROP 2024	5 Year DROP Eec 7.5% 2024	5 Year DROP Eec 7.5% 100 Hrs OT 2024
Valuation as of October 1,				
1. Preliminary Normal Cost				
a. Retirement Benefits	\$442,812	\$435,708	\$435,708	\$455,421
b. Termination Benefits	91,559	89,711	90,117	93,048
c. Survivor Benefits	11,427	10,675	10,675	11,044
d. Disability Retirement	<u>20,521</u>	<u>18,531</u>	<u>18,531</u>	<u>19,164</u>
e. Total for Active Members	\$566,319	\$554,625	\$555,031	\$578,677
2. Total Normal Cost				
a. Preliminary Normal Cost	\$566,319	\$554,625	\$555,031	\$578,677
b. Estimated Administrative Expense	<u>88,499</u>	<u>88,499</u>	<u>88,499</u>	<u>88,499</u>
c. Total Normal Cost	\$654,818	\$643,124	\$643,530	\$667,176
d. Total Normal Cost as a % of Pay	23.28%	23.72%	23.74%	23.52%
3. Valuation Payroll	\$2,812,487	\$2,710,884	\$2,710,884	\$2,836,919
4. Cumulative Change in Total Normal Cost				
a. As a Dollar Amount		\$(11,694)	\$(11,288)	\$12,358
b. As a % of Pay		0.44 %	0.46 %	0.24 %

City of Leesburg Municipal Firefighters' Retirement Plan

EXHIBIT D

Minimum Required Contribution

		Valuation	5 Year DROP	5 Year DROP	5 Year DROP
Valuation as of October 1,		2024	2024	Eec 7.5%	Eec 7.5%
Funding for Year Ending September 30,		2026	2026	2026	100 Hrs OT
					2024
					2026
1.	Minimum Required Contribution				
a.	Total Normal Cost	\$654,818	\$643,124	\$643,530	\$667,176
b.	Amortization of Unfunded Accrued Liability	<u>741,693</u>	<u>759,684</u>	<u>759,726</u>	<u>786,867</u>
c.	Total Minimum Required Contribution				
i)	Beginning of Year	\$1,396,511	\$1,402,808	\$1,403,256	\$1,454,043
ii)	Periodic in Funding Year	\$1,553,944	\$1,560,917	\$1,561,413	\$1,617,657
2.	Contribution by Source - \$ Amount				
a.	City Minimum Required Contribution	\$1,160,348	\$1,173,926	\$1,147,313	\$1,194,104
b.	Expected State Contribution	210,784	210,784	210,784	210,784
c.	Expected Employee Contributions	<u>182,812</u>	<u>176,207</u>	<u>203,316</u>	<u>212,769</u>
d.	Total Minimum Required Contribution	\$1,553,944	\$1,560,917	\$1,561,413	\$1,617,657
e.	Required from City Plus State in Funding Year	\$1,371,132	\$1,384,710	\$1,358,097	\$1,404,888
3.	Contribution by Source - % of Pay				
a.	City Minimum Required Contribution	41.26%	43.30%	42.32%	42.09%
b.	Expected State Contribution	7.49%	7.78%	7.78%	7.43%
c.	Expected Employee Contributions	<u>6.50%</u>	<u>6.50%</u>	<u>7.50%</u>	<u>7.50%</u>
d.	Total Minimum Required Contribution	55.25%	57.58%	57.60%	57.02%
e.	Required from City Plus State in Funding Year % of Pay	48.75%	51.08%	50.10%	49.52%
4.	Valuation Payroll				
a.	In Year Following Valuation Date	\$2,812,487	\$2,710,884	\$2,710,884	\$2,836,919
b.	Projected to Funding Year	\$2,812,487	\$2,710,884	\$2,710,884	\$2,836,919
5.	Key Assumptions				
a.	Net Assumed Rate of Return	7.00%	7.00%	7.00%	7.00%
b.	Total Payroll Increase to Funding Year	0.00%	0.00%	0.00%	0.00%
6.	Cumulative Change in City Minimum Required Contribution				
a.	As a Dollar Amount		\$13,578	\$(13,035)	\$33,756
b.	As a % of Pay		2.04%	1.06%	0.83%

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA RELATING TO THE CITY OF LEESBURG
MUNICIPAL FIREFIGHTERS' RETIREMENT SYSTEM;
AMENDNG SECTION 1.1 DEFINITIONS; SECTION 1.3
PARTICIPANTS CONTIBUTION ACCOUNT; SECTION 2.2
NORMAL RETIREMENT AND RETIREMENT INCOME;
PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Leesburg had established a defined benefit plan for the members of the City of Leesburg Fire Department entitled the City of Leesburg Municipal Firefighters' Retirement Plan ("Retirement Plan"); and

WHEREAS, the Board of Trustees for the Retirement Plan are providing an ordinance amendment to confirm with the negotiations between the City and the Union providing for an increase in the member contribution rate, allowing for inclusion of overtime, and creating a Deferred Retirement Option; and,

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

SECTION 1. Section 1.1 of the Leesburg Municipal Firefighters' Retirement System is hereby amended to read as follows:

1.1 DEFINITIONS

(7) **Basic Compensation:** The total compensation actually paid to the Participant in a calendar year by the City, excluding, ~~any overtime pay,~~ shift differential, commissions, bonus payments, accrued annual leave, accrued sick leave, accrued compensatory time, payments made for any accrued unused sick or annual leave, expense allowances, working out of class pay and all other extraordinary compensation, plus all tax deferred or tax exempt items of compensation. Basic Compensation shall include overtime up to 100 hours per calendar year.

SECTION 2. Section 1.3 of the Leesburg Municipal Firefighters' Retirement System is hereby amended as follows:

1.3 – PARTICIPANTS CONTRIBUTION ACCOUNT

~~Each Participant will contribute toward the cost of the Plan an amount equal to 5% of the Participants Basic Compensation.~~ Effective April 1, 1994 each Participant will contribute towards the cost of the Plan an amount equal to 6.5% to the Participant's Basic Compensation.

Effective October 1, 2025, each Participant will contribute towards the Plan in an amount equal to 7.5% of the Participant's Basic Compensation.

SECTION 3. Section 2.2 of the Leesburg Municipal Firefighters' Retirement System is hereby amended as follows:

2.2 – NORMAL RETIREMENT AND RETIREMENT INCOME

(F) DEFERRED OPTION RETIREMENT PLAN (DROP): A Deferred Retirement Option Program is hereby created.

(a) Any Active employee who becomes eligible for normal retirement on or after October 1, 2024, may request, in writing, to participate in DROP as set forth in this subsection.

(b) As of DROP participation date, Members will cease to accrue any additional service credit. Credited service and salary used for the calculation of your monthly retirement benefit will freeze as of the Member's DROP participation date. Member will cease making contributions to the Plan as defined in Section 1.3.

(c) The total years of participation in DROP may not exceed five years. A Member's monthly retirement benefit will be deposited into the DROP until the earlier of:

1. A total of 60 monthly payments

2. The Member separates from Service prior to the 60 monthly payments.

(d) Each Member's DROP account shall earn or lose net interest at the same rate of the pension fund. For this purpose, "net interest" is synonymous with "net rate of investment return" and shall be calculated on a quarterly basis (i.e., as of the last day of each quarter could experience losses as well as gains. In no event, may the losses to a Member's DROP account result in an amount less than the total monthly benefit deposited into the DROP account.

(e) Upon separation of service, Members in the DROP will receive the balance in the DROP account in a lump sum. No payments will be made from the DROP unless the Member terminates employment.

(f) If a Member dies prior to receiving payments from the DROP, the designated beneficiary shall have the same rights of distribution as the Member.

h. The decision to enter the DROP is irrevocable. Each firefighter who enters the DROP is required to execute whatever documents the Board of Trustees promulgates, which shall include, at a

minimum, an agreement that he or she will resign from the City of Leesburg Fire Department no later than five years from actual date of entering the DROP.

(d) Once you enter DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter DROP.

(e) Participation in DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

(g) The board of trustees have the power to make such administrative rules as are necessary for the efficient implementation and operation of the DROP plan and to ensure compliance with applicable provisions of the Internal Revenue Code.

SECTION 4. It is the intention of the City Commission, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Leesburg, that the sections of the Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word as the context so requires.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. If any word, sentence, clause, phrase, or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

SECTION 7. This Ordinance shall take effect immediately upon its passage unless otherwise indicated.

Passed on First Reading this ____ day of _____, 2025.

Passed at the regular meeting of the City Council of the City of Leesburg, Florida,
this ____ day of _____ 2025.

Mayor

City of Leesburg, Florida

Attest: _____

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: September 8, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.53 +/- acres; and being generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (ANNX Royal Highland)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 7.53 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 7.53 +/- acres, generally located west of U.S. Highway 27 and south of Florida Turnpike, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County PUD (Planned Unit Development); the proposed zoning is City SPUD (Small Planned Unit Development). The project will connect to city utilities. The proposal is for a townhouse community.

The property is surrounded by Lake County PUD (Planned Unit Development), C-1 (Neighborhood Commercial) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Small-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had a split vote of 3-3 from the Planning Commission at the public hearing held on August 21, 2025.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.53 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA TURNPIKE, LYING IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (ANNX ROYAL HIGHLAND)

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

Section 1.

Based upon the petition of Bill Maki, Daly Design Group, Petitioner, "Permittee", for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Beginning at the intersection of the Easterly Right-of-Way of King Henry Avenue, as shown on the record plat of Royal Highlands, Phase 1-C-A, a Subdivision recorded in Plat Book 40, Page 34, in the Public Records of Lake County, Florida, and the South line of Tract "B", as shown on the record plat of Royal Highlands, Phase 2-A, a subdivision recorded in Plat Book 46, Page 59 in the Public Records of Lake County, Florida; run along the Boundary of said Tract "B", N 90°00'00" E, 219.72 feet; thence N 59°30'17" E, 233.05 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 27, said point being on a curve concave Northeasterly and having a radius of 5797.65 feet, and a radial bearing of S 59°30'17" W; thence Southeasterly, along the arc of said curve and the Southwesterly Right-of-Way of U.S. Highway 27, through a central angle of 08°25'34", an arc length of 852.63 feet, to the South line of Government Lot 2 in Section 18, Township 21 South, Range 25 East, Lake County, Florida; thence S 88°56'57" W, along the said South Boundary of said Government Lot 2, a distance of 435.69 feet; thence S 82°27'45" W, 33.54 feet to the most Easterly corner of Lot 629, of aforesaid Royal Highlands, Phase 1-C-A; thence along the Northeasterly line of Lot 629 and the Boundary of Royal Highlands, Phase 1-C-A, as follows: N 50°41'04" W, 101.81 feet to a point on the Southeasterly Right-of-Way line of King Henry Avenue, said point being on a curve concave Southeasterly, having a radius of 150.00 feet and a radial bearing of N 50°41'04" W; thence Northeasterly, along said curve, through a central angle of 02°32'29", an arc length of 6.65 feet; thence continue along the Right-of-Way of King Henry Avenue, N 41°51'26" E, 4.10 feet to the beginning of a cul-de-sac and a curve to the right, having a radius of 25.00 feet; thence Easterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet, to the beginning of a curve to the right, having a radius of 50.00 feet; thence Southeasterly, Easterly, Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly, along the arc of said curve, through a central angle of 276°22'46", an arc length of 241.19 feet, to the beginning of a curve to the right, having a radius of 25.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet; thence S 41°51'26" W, 4.10 feet to the beginning of a curve to the left, having a radius of 200.00 feet; thence Westerly along the arc of said curve, through a central angle of 02°18'24", an arc length of 8.05 feet to the most Easterly corner of Lot 630 of aforesaid Royal Highlands, Phase 1-C-A; thence along the boundary of said Phase 1-C-A, N 50°26'59" W, 108.50 feet; thence S 35°48'44" W, 94.01 feet; thence N 25°39'28" W, 118.66 feet; thence N 40°19'41" W, 68.37 feet; thence N 14°27'11" E, 125.88 feet; thence N 00°00'00" E, 104.00 feet; thence N 90°00'00" W, 91.91 feet; thence N 00°00'00" E, 50.00 feet to a point on a curve concave Northeasterly, said curve having a radius of 25.00 feet and a radial bearing of S 90°00'00" W; thence Westerly and Northerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence N 00°00'00" E, 44.75 feet to the Point of Beginning.

Parcel Identification Number: 18-21-25-0002-000-01000

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 24, 2025
OWNER: AM4530, LLC
PETITIONER: Bill Maki (Daly Design Group)
PROJECT: Royal Highland
REQUEST: Small Scale Comprehensive Plan to Leesburg Low Density Residential and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-25-640, SPUD-25-642

GENERAL LOCATION: West of US Highway 27 and South of Florida Turnpike

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density, City Neighborhood Mixed Use
South – Lake County Urban Low Density
East – Lake County Regional Office
West – Lake County Urban Low Density

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Urban Low Density	Low Density Residential	7.53 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Low Density Residential

EXISTING ZONING DESIGNATION: Lake County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development), City PUD (Planned Unit Development)
South – Lake County PUD (Planned Unit Development)
East – Lake County C-1 (Neighborhood Commercial)
West – Lake County PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City SPUD (Small Planned Unit Development)

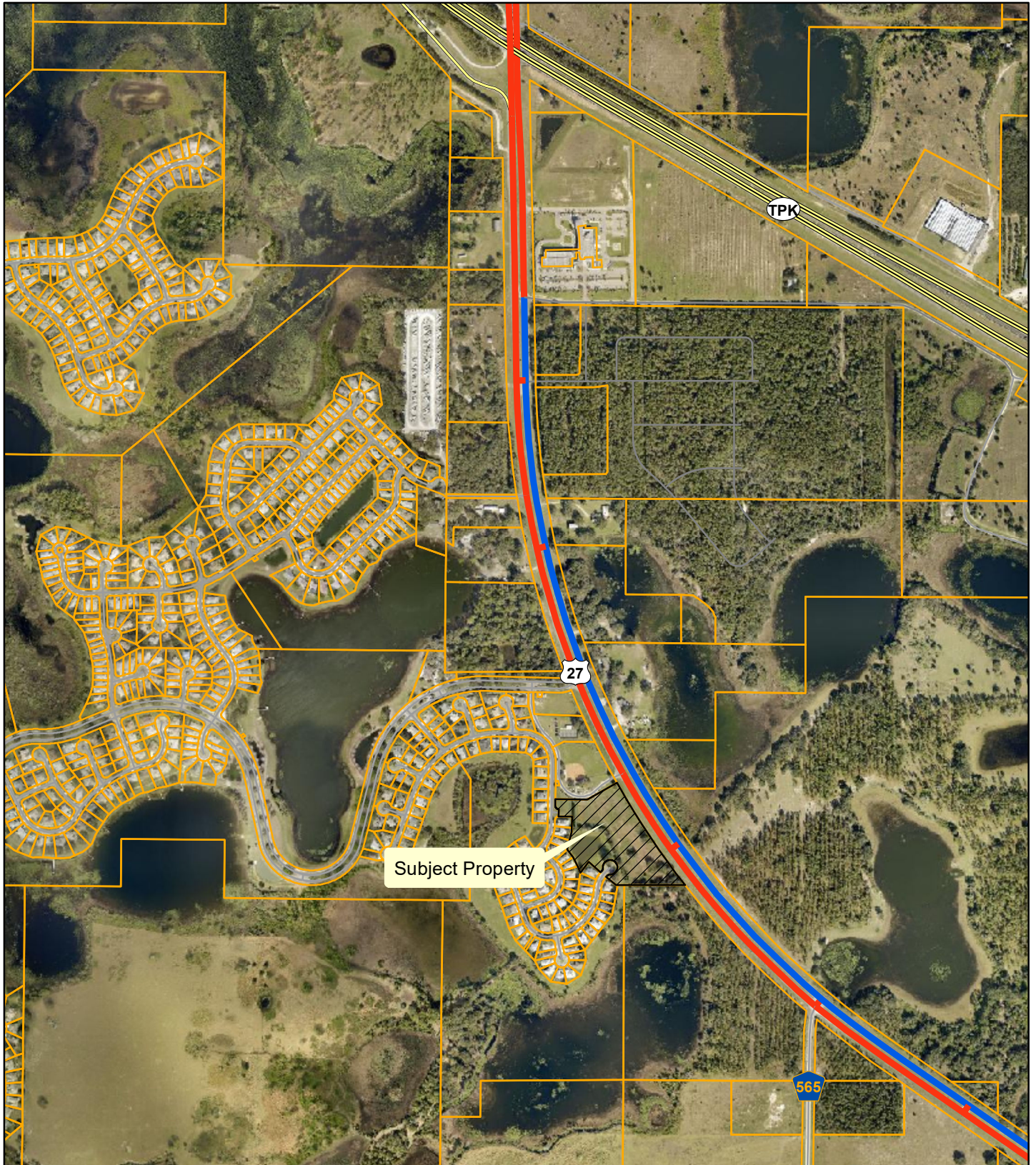
EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

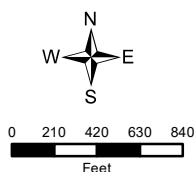
North – Lake County Urban Low Density, City Neighborhood Mixed Use
South – Lake County Urban Low Density
East – Lake County Regional Office
West – Lake County Urban Low Density

PROPOSED LAND USE: 55+ Age Restricted Townhome Style Community

Extended Aerial

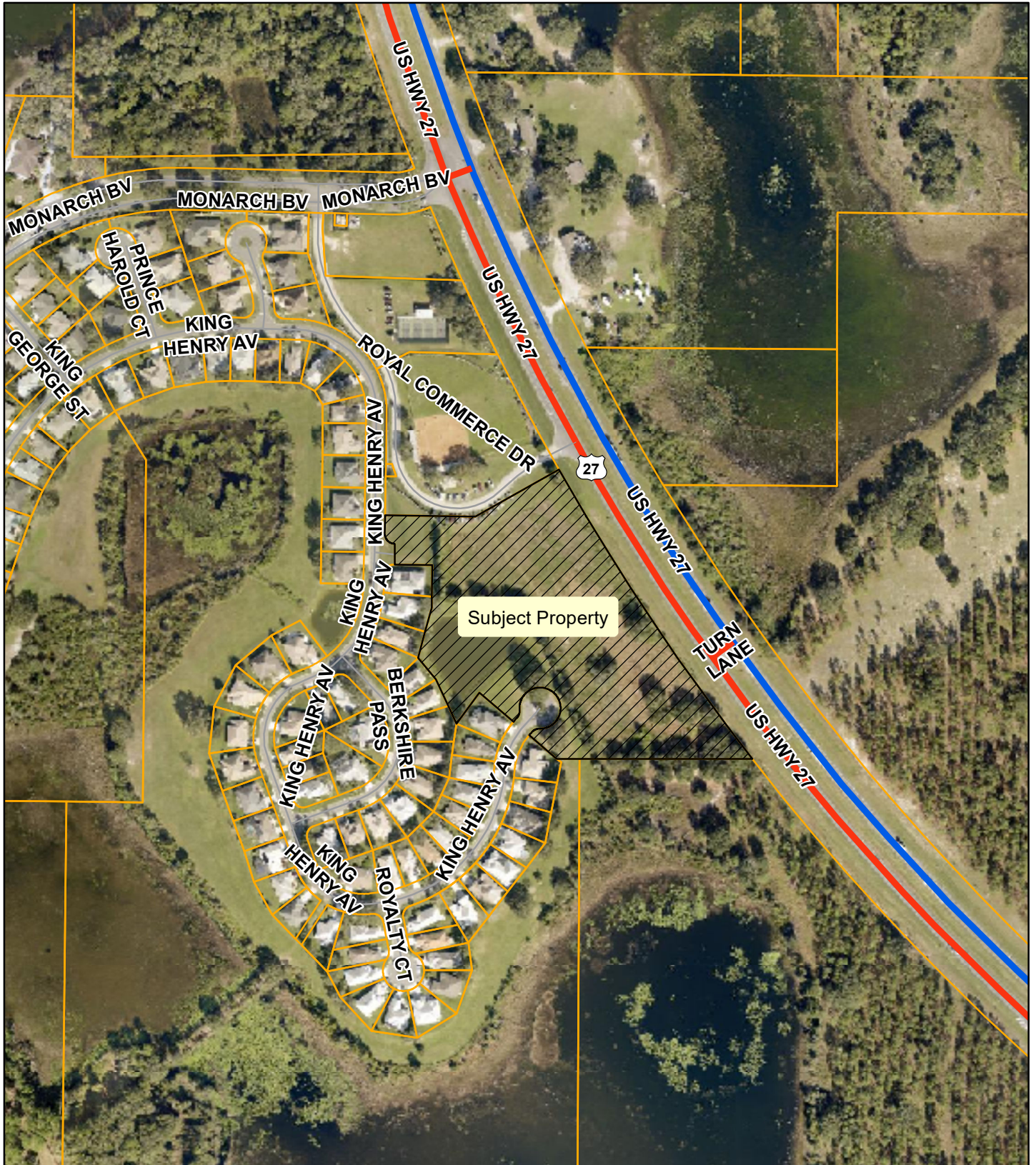


**Planning
& Zoning
Division**

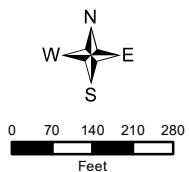


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Aerial

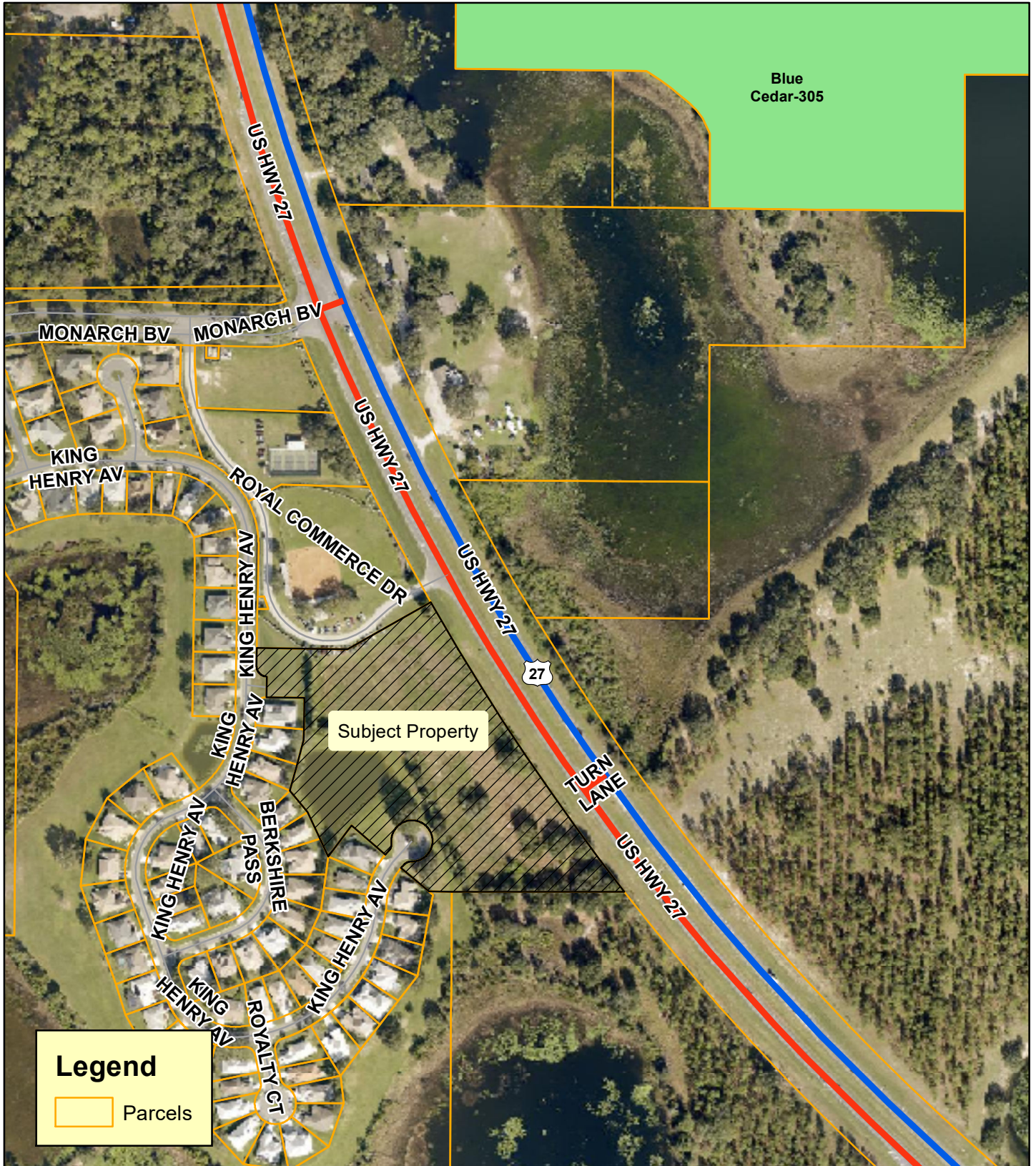


**Planning
& Zoning
Division**

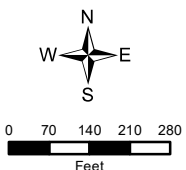


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Developments

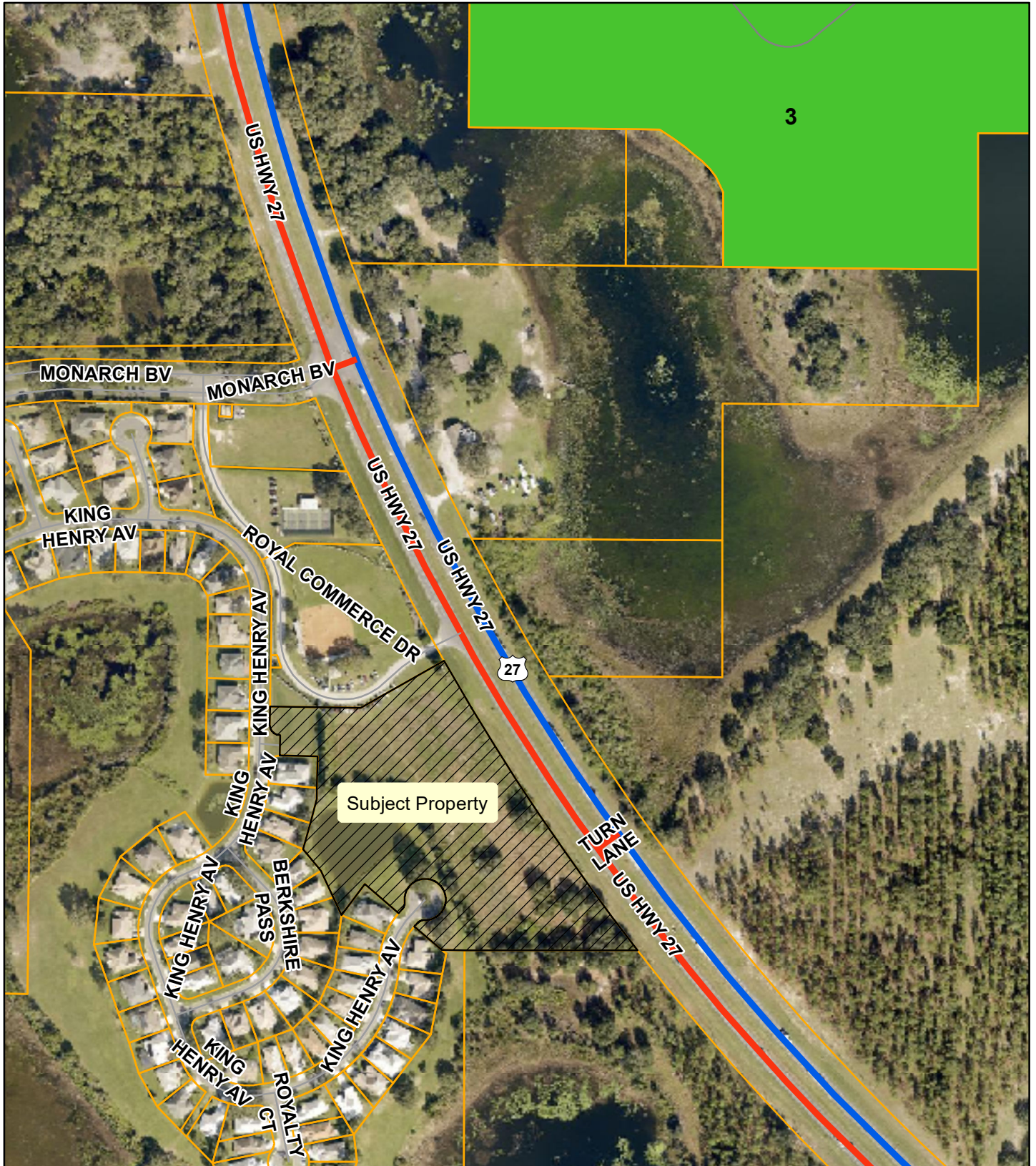


**Planning
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Division**

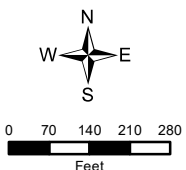


Royal Highland
 ANN-25-639, SSCP-25-640, SPUD-25-642
 AK # 1024528
 Section 18, Township 21 South, Range 25 East
 July 3, 2025

Commission District

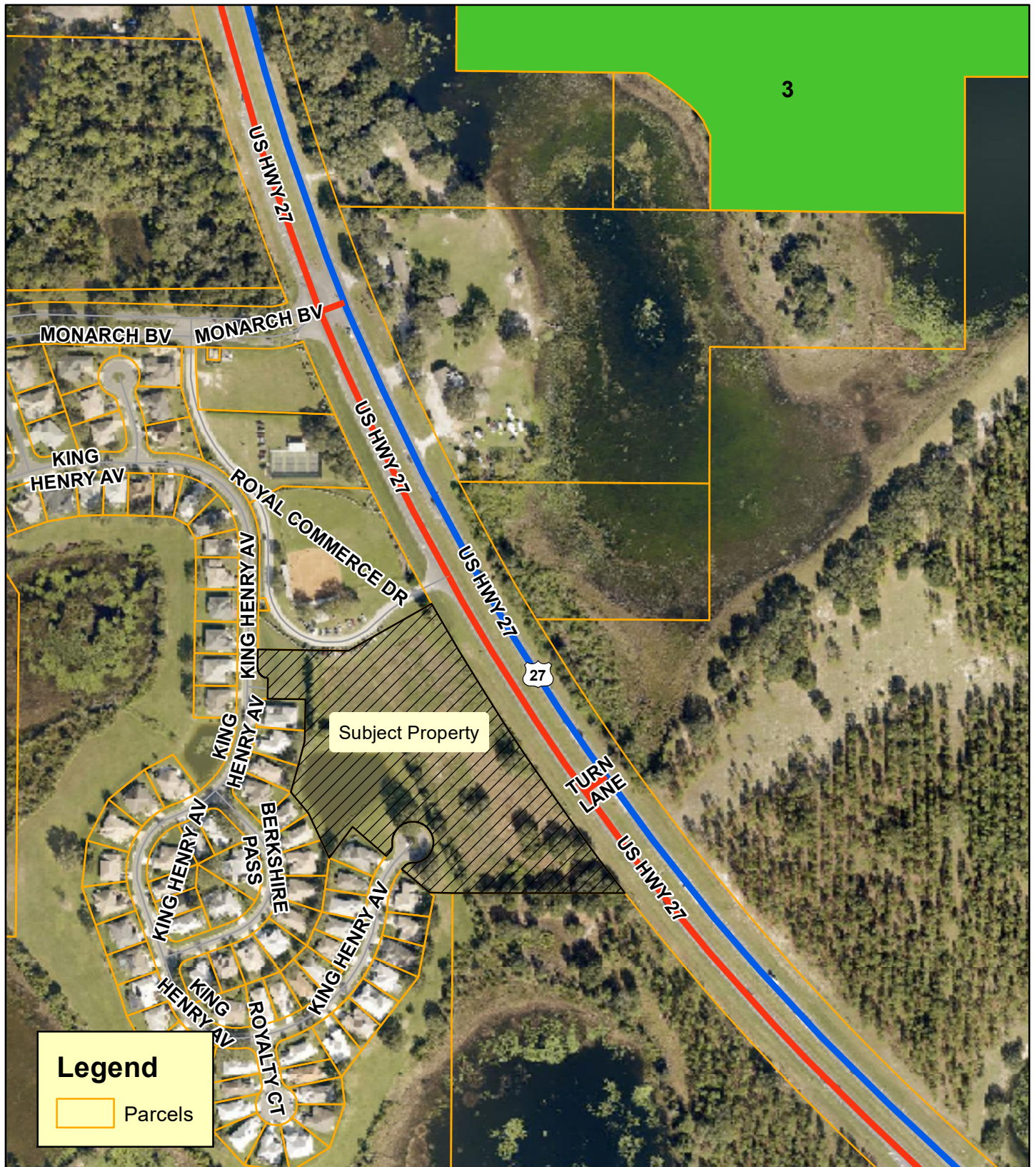


**Planning
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Division**

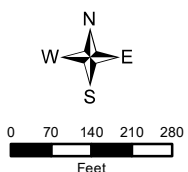


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Community Redevelopment Area

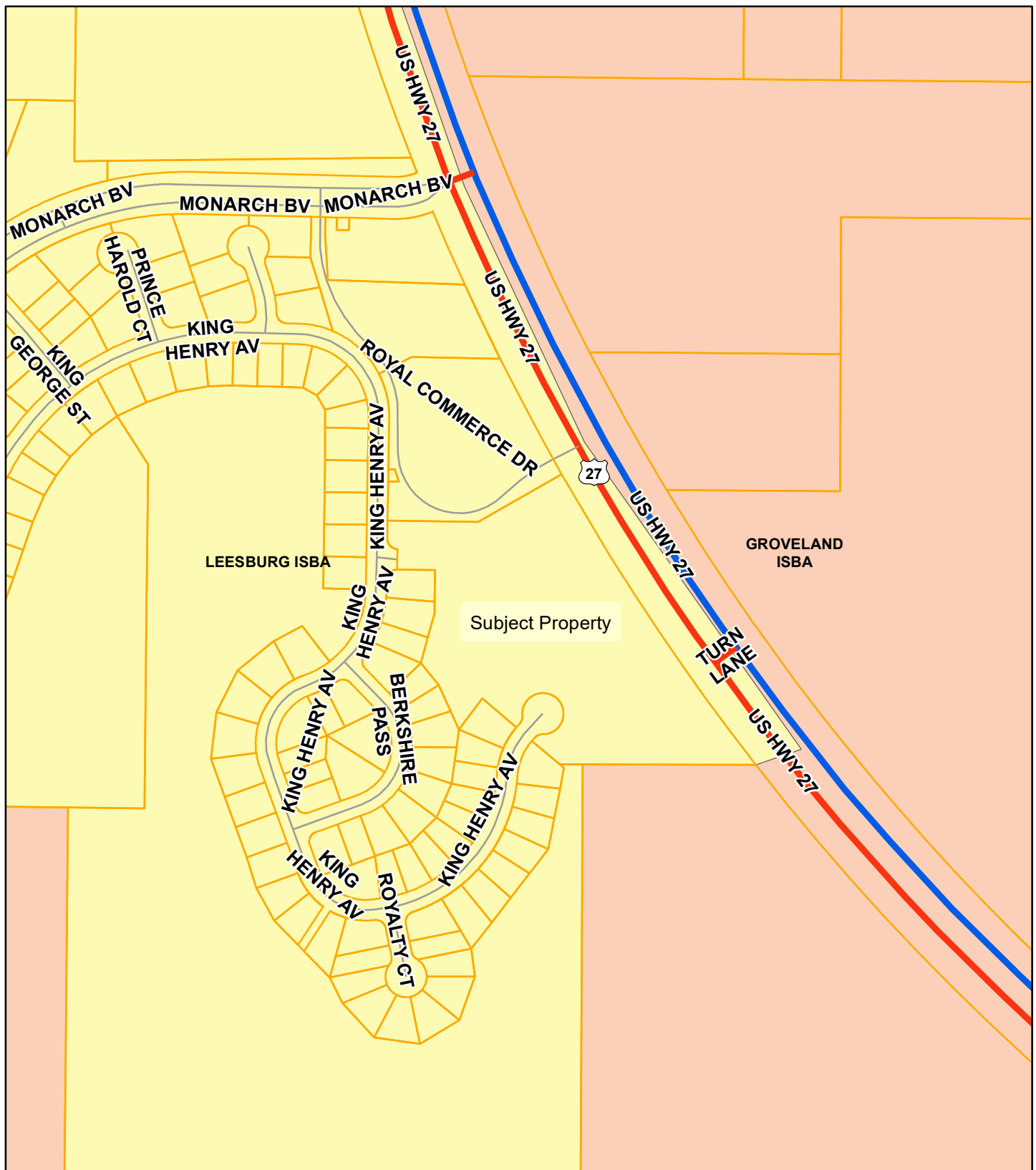


**Planning
& Zoning
Division**

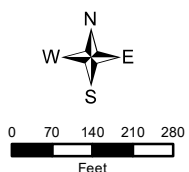


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

ISBA Boundaries



Planning & Zoning Division



Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: September 8, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.53 +/- acres from Lake County Urban Low Density to City of Leesburg Low Density Residential, for a property generally located west of U.S. Highway 27 and south of Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SSCP Royal Highland)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 7.53 +/- acres from Lake County Urban Low Density to City of Leesburg Low Density Residential.

Analysis:

The project site is approximately 7.53 acres. The property is generally located west of U.S. Highway 27 and south of Florida Turnpike. Currently, the property is vacant undeveloped. The proposed use is for a townhome community. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Regional Office and City of Leesburg Neighborhood Mixed Use are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City Low Density Residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on August 21, 2025, and had a split vote of 3-3.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges, thereby creating a substantial positive fiscal impact for the City of Leesburg.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 7.53 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF FLORIDA TURNPIKE, LYING IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SSCP ROYAL HIGHLAND)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 7.53 acres of land generally located west of US Highway 27 and south of the Florida Turnpike from Lake County Urban Low Density to City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Beginning at the intersection of the Easterly Right-of-Way of King Henry Avenue, as shown on the record plat of Royal Highlands, Phase 1-C-A, a Subdivision recorded in Plat Book 40, Page 34, in the Public Records of Lake County, Florida, and the South line of Tract "B", as shown on the record plat of Royal Highlands, Phase 2-A, a subdivision recorded in Plat Book 46, Page 59 in the Public Records of Lake County, Florida; run along the Boundary of said Tract "B", N 90°00'00" E, 219.72 feet; thence N 59°30'17" E, 233.05 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 27, said point being on a curve concave Northeasterly and having a radius of 5797.65 feet, and a radial bearing of S 59°30'17" W; thence Southeasterly, along the arc of said curve and the Southwesterly Right-of-Way of U.S. Highway 27, through a central angle of 08°25'34", an arc length of 852.63 feet, to the South line of Government Lot 2 in Section 18, Township 21 South, Range 25 East, Lake County, Florida; thence S 88°56'57" W, along the said South Boundary of said Government Lot 2, a distance of 435.69 feet; thence S 82°27'45" W, 33.54 feet to the most Easterly corner of Lot 629, of aforesaid Royal Highlands, Phase 1-C-A; thence along the Northeasterly line of Lot 629 and the Boundary of Royal Highlands, Phase 1-C-A, as follows: N 50°41'04" W, 101.81 feet to a point on the Southeasterly Right-of-Way line of King Henry Avenue, said point being on a curve concave Southeasterly, having a radius of 150.00 feet and a radial bearing of N 50°41'04" W; thence Northeasterly, along said curve, through a central angle of 02°32'29", an arc length of 6.65 feet; thence continue along the Right-of-Way of King Henry Avenue, N 41°51'26" E, 4.10 feet to the beginning of a cul-de-sac and a curve to the right, having a radius of 25.00 feet; thence Easterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet, to the beginning of a curve to the right, having a radius of 50.00 feet; thence Southeasterly, Easterly, Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly, along the arc of said curve, through a central angle of 276°22'46", an arc length of 241.19 feet, to the beginning of a curve to the right, having a radius of 25.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet; thence S 41°51'26" W, 4.10 feet to the beginning of a curve to the left, having a radius of 200.00 feet; thence Westerly along the arc of said curve, through a central angle of 02°18'24", an arc length of 8.05 feet to the most Easterly corner of Lot 630 of aforesaid Royal Highlands, Phase 1-C-A; thence along the boundary of said Phase 1-C-A, N 50°26'59" W, 108.50 feet; thence S 35°48'44" W, 94.01 feet; thence N 25°39'28" W, 118.66 feet; thence N 40°19'41" W, 68.37 feet; thence N 14°27'11" E, 125.88 feet; thence N 00°00'00" E, 104.00 feet; thence N 90°00'00" W, 91.91 feet; thence N 00°00'00" E, 50.00 feet to a point on a curve concave Northeasterly, said curve having a radius of 25.00 feet and a radial bearing of S 90°00'00" W; thence Westerly and Northerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence N 00°00'00" E, 44.75 feet to the Point of Beginning.

Parcel Identification Number: 18-21-25-0002-000-01000



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: August 21, 2025
OWNER: AM4530, LLC
PETITIONER: Bill Maki (Daly Design Group)
PROJECT: Royal Highland
REQUEST: Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City of Leesburg Low Density Residential
CASE NO.: SSCP-25-640

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment to Low Density Residential is compatible with the adjacent future land use designations of Lake County Urban Low Density, Regional Office and City of Leesburg Neighborhood Mixed Use.
3. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), C-1 (Neighborhood Commercial) and City of Leesburg PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban Low Density to City of Leesburg Low Density Residential and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 21, 2025
OWNER: AM4530, LLC
PETITIONER: Bill Maki (Daly Design Group)
PROJECT: Royal Highland
REQUEST: Small Scale Comprehensive Plan to Leesburg Low Density Residential and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-25-640, SPUD-25-642

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 08/15/2025

FIRE

No comments received as of 08/15/2025

ELECTRIC

“Leesburg Electric has no objections. This is outside of our Electric Service Territory.” Steve Davis 7/28/25

GAS

“Leesburg Gas Department- No Comment.” Wayne Williams 7/24/25

GIS

No comments received as of 08/15/2025

BUILDING

No comments received as of 08/15/2025

PUBLIC WORKS

No comments received as of 08/15/2025

ADDRESSING

No comments received as of 08/15/2025

ECONOMIC DEVELOPMENT

No comments received as of 08/15/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 08/15/2025

LAKE COUNTY SCHOOLS

“This 48-DU PUD for a 55+ age restricted townhome style community must submit recorded deed restrictions regarding the age restriction in order to be exempt from school concurrency review and school impact fees.” Heather Croney 7/24/25

“Just to follow up on Heather’s comment.

To be exempt from school concurrency and school impact fees the 55+ age restricted community is required to be approved by Lake County and a deed restriction recorded.

However, if these lots are included in the previously approved 55 + community then the applicant would just need to submit the documentation to the school district. “

Helen LaValley 7/24/25

PUBLIC RESPONSES

Approval

No comments received as of 08/15/2025

Disapproval

To: Lake County Planning and Zoning Board Members:

As a homeowner in Royal Highlands for the past 29-1/2 years, I'm very concerned regarding the zoning referenced above for 48 townhomes, for the following reasons:

- 1) Traffic on US27 North & Southbound is currently overcrowded. Now that a traffic light has been installed at US27 & the Northbound Turnpike entrance, Semi-Tractor-trailers and cars have been backed up from the that light, past Royal Highlands to Villa City Rd -County Rd 565 - at least 3 miles from the traffic light!! As you are aware, there are already several housing developments approved North & South of the North Florida Turnpike entrance at US27 which will add to the congestion on US27.
- 2) The new truck terminals that are not rented yet, two miles South of Royal Highlands, plus the current trucking entities, will lead to greater traffic congestion.
- 3) Most of the property being sold along US27 is zoned commercial so the land is not over developed and the environment does not suffer; especially the habitat for wildlife. It would seem that this property would be more suitable for commercial rather than residential.
- 4) The above zoning reference contains **48 2-story townhomes on only 7 acres of land**. Each unit will probably have 1+ car(s) to add to the congestion on US27.

5) Where will the Ingress/Egress road for these 48 townhomes be? All Royal Highlands roads are private.

6) Royal Highlands is a 55+ residential community with lots of green space. Please consider where the run-off water from 48 townhomes would go & which may cause Royal Highlands residents to purchase flood insurance.

PLEASE, Do not approve the above zoning application for 48 townhomes.

Thank you for your consideration. If you have any questions, please let me know.

Sincerely,

Katherine Beebe
21514 King Henry Ave
Leesburg, FL 34748
khbeebe@yahoo.com
352-321-8848

We are writing to you as deeply concerned residents of Lake County, specifically from Royal Highlands subdivision on Hwy 27 and the proposed zoning change for the above referenced Case no.

We have attended all the growth meetings for Lake County and the surrounding cities and heard about the lack of funding for roads, infrastructure, water problems, etc. The fact the cities in surrounding areas are looking into have water facilities that use waste water for drinking water and the fact ocean water is already intruding into wells in South Florida and Jacksonville just goes to show you the desperate situation water shortage is in Florida, it is no longer a deniable problem. We can't even wash clothes on Saturday as that is the day my precinct waters their lawns because I have no water pressure.

Allowing an additional 48 town homes on only seven acres of land to an all ready overcrowded area of 27 is just unimaginable. We already have a traffic problem at 27 and Monarch Blvd due to the fact there is no cloverleaf at the turnpike which is only 3 miles away from Royal Highlands. On any given day traffic can be backed up both ways making it impossible to go get groceries, office visits, etc. not to mention the deadly traffic accidents. The fact you have approved to build additional apartments near the turnpike, Margaritaville and Kalos HQ on 27 will only makes traveling a daily gamble with our safety. Eventually 27 will have to be widened to 8 lanes which will put the 48 town homes in the way to do so.

Lake County is losing it's charm one needless project at a time. Our wildlife is being threatened and are facing habitat loss.

Cities and counties all over Florida should be studying areas and other states that are facing drought problems. States that will no longer be able to grow cattle or so any farming at all, so in the near future food shortages will be a reality and with farm land disappearing one subdivision at a time Florida is losing it's ability to produce cattle or food.

Excessive building is not the answer to the current problems facing Lake County and will not put food on the table, so we urge you to vote No on this zoning request.

Sincerely,
Jim and Debbie Duane
20720 Prince Ranier Place
Leesburg, FL 34748

Lake County Planning and Zoning Board Members:

We are very concerned about the approval for the proposed zoning change referenced above.

Allowing an additional 48 housing units in an area that is already overcrowded would be unconscionable. The traffic on US27, both north and southbound is already horrendous. With the widening of US27 planned for the near future, it is inconceivable that the above development would remain as currently planned. The developments already approved for both north and south of Florida's Turnpike at US27, the truck parking development just north of the Florida's Turnpike south entrance, along with all the commercial developments along US27 from Clermont to Leesburg will add hundreds of vehicles to the already outdated roads and will lead to predictability even greater traffic congestion and more traffic fatalities, not to mention decreasing natural resources. Habitat for wildlife continues to be grossly depleted by all the developments in this area.

The above development plan contains 48 two story townhouses on the 7+ acres, along with parking for each unit, a dog park, a pavilion, pickleball court, mailbox kiosk, along with environmental green space. There is no mention of the residency requirement, although it would be difficult to image age 55+ residents buying/renting/leasing a two-story townhouse. Climbing stairs are not suitable to senior citizens.

The run-off water from the 48 townhouses may cause Royal Highlands residents to purchase expensive flood insurance and will adversely affect the quality of life Royal Highlands residents have enjoyed for decades. The developer failed to include an ingress and egress road for their project. Since Royal Highlands owns the only road into and out of the proposed project, our community would be responsible and liable for the cost to maintain that road.

The news media is constantly reporting that other cities and counties that approve overbuilding, that causes the lack of greenspace and flooding issues are experiencing massive lawsuits against those governmental entities.

With the huge developments already approved, does Leesburg really need 50/100 more vehicles on the roads and additional depletion of our natural resources? Common sense dictates that the reason planning for most of the property along US27 is zoned commercial is so the land is not overdeveloped and the environment does not suffer.

We urge you to vote for common sense by denying the above zoning application.

Please do not hesitate to contact us if additional information is needed.

Sincerely,

Ed and Mary Javor
6325 Royalty Court
Leesburg, Florida 34748
352.728.8810

To Whom It May Concern,

We are residents at 21739 King Henry Ave in Royal Highlands. It has come to our attention that the property adjacent to ours is being reviewed for any comments about its impact on us. Of course we love our beautiful neighborhood and for many years Royal Highlands has maintained the vacant lot two lots away from us that belongs to this developer, as well as the retention pond and cul de sac behind us. All this natural beauty is what attracted us to purchase our home. I am sure that people who will be future tenants in this new 55+ property would want the same beauty that is there now. It is our hope that the development will encompass these two areas as part of their landscape so that everyone can continue to enjoy the beauty of it. However, there are issues that are of much greater impact than the loss of the natural beauty.

Apparently the city and/or county has determined that the volume of people and traffic that will be increased due to this and other developments nearby is not a factor to the residents fighting to go places when ingressing and egressing Royal Highlands. Despite that there are wonderful stop lights at our entry, we still incur a fair share of collisions due to the high density of traffic on Route 27. This new community will enter from Royal Highlands entrance and increase that density far more. Please note this is data on Rte 27 - US 27 has been identified as one of the most dangerous highways in Florida, with 529 fatal crashes and 614 fatalities over recent years across its full length".

The allowance for water use is already rationed in the Royal Highlands meaning that more residential and commercial sites will be taxing the already overburdened water supply. This will be cause for future increases on water, electricity and other necessities, when the bills from City of Leesburg already have sky high sewerage fees which are the highest part of the bill. Looking up the stats, we found out the following: "Leesburg's sewerage fee structure is middle- to high-range compared to other cities in Lake County—lower than Mount Dora's flat rate but higher than Clermont and Tavares for the base fee. However, actual cost depends on monthly water usage and applicable surcharges". A majority of the people in Royal Highlands are no longer working. The increasing costs of utilities will make it harder and harder to maintain our homes and our essential needs going forward.

Here is a summary of what is already happening on the 27 corridor which will be a horrendous impact on the area, let alone this addition.

There are several new residential communities that have been approved and are actively building or are soon to break ground along Route 27 between Leesburg and Clermont:

- **Groves at Whitemarsh (Leesburg):** New homes are under construction by Stanley Martin Homes in this community located off Route 27 near Leesburg. This project is fully active with homes being marketed and built as of 2025.
- **Leesburg PUD near US 27 and Turnpike:** The City of Leesburg has on its May 2025 agenda a Planned Unit Development (PUD) west of US 27 and north of the Ronald Reagan Turnpike, indicating recent approval for another significant community in this corridor.
- **Minneola Hills Project (near Clermont):** The area just north of Clermont is the site of the "Hills of Minneola," a large-scale development already under way, which is slated to bring thousands of new residential units to the US 27 corridor.
- **Clermont General Area:** There are 291 new construction homes listed in the Clermont area on Route 27, reflecting multiple active and forthcoming residential developments, though not all are right on 27 and some may be infill within city limits.

In addition to those under construction, there are also multiple parcels of land currently for sale or recently approved for mixed-use or residential development directly off US 27 in both Leesburg and the stretch toward Clermont.

In summary, at least three large new communities are approved and building or preparing to build on Route 27 between Leesburg and Clermont—with other parcels actively marketed for future development. The growth in this corridor is robust and ongoing, particularly north of Clermont and around the Leesburg city limits.

Please consider what you are enabling to happen here. This will be the worst place to live in Florida very soon.

Sincerely,

Karen and Neal Nelson

Case No: SSCP-25-640, SPUD-25-642

To Whom It May Concern:

We are addressing our comments on the impact of the Property adjacent to our community of Royal Highlands. Royal Highlands contains 1500 single family homes with an extensive network of rules and regulations governing our 55+ community.

We reside at 21751 King Henry Avenue and the property in question is within 200 ft of our home. Our opposition to the request for the rezoning of this property from Lake County PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development) and Amend the development plan on the 7.53 acres from Lake County Urban Low Density to City Low Density Residential is obvious. We are Urban not City and our opposition is based on many concerns.

The developer appears to have neglected to thoroughly plan the effect of 7+ acres on the environment. His plan states 48 townhomes designated for age 55+ occupancy. People 55+ do not purchase or rent two story residences. If the re-zoning is approved, the Royal Highlands Board of Directors will need to ensure (at an additional expense to its Members) Declarations of Restrictions age 55+ status is protected. Don't allow this development to proceed. .

The impact on the use of our utilities and amenities would be detrimental to the daily needs of our residents. What is Leesburg's plan to ensure that we have sufficient potable water? We are already experiencing a drop in water supply. We are overtaxing the aquifers with irresponsible development.

The thousands of homes being built along both sides of Hwy 27 has caused a death trap on Hwy 27. We have only one entrance/exit for our residents in and out of our community. The noise level from Hwy 27

is deafening and a detriment to the 48 townhomes on 7+ acres (average 7 homes per acre with roads and driveways). The expansion of lanes on Hwy 27 are already in progress and the widening plans will decrease the 7.5 acres with the right of imminent domain.

We have a contracted management company which maintains the efficacy of our 55+ Rules and Regulations. They will not accept the added responsibility of 48 townhome residents and all the added needs and problems.

There are many more concerns but this meeting will hopefully stop the current crisis. We urge you to keep the current zoning on the proposed property. Please help us maintain the safety and quality of life we have worked so hard to maintain. Thank you.

Please do not hesitate to contact us if you need additional comments/information.

James & Judith Richards

21751 King Henry Avenue

Leesburg, FL 34748

Phone: 352 801-7489

Cell: 312 215-5296

Email: lucyfyre4@yahoo.com

08/05/2025

City of Leesburg

Planning & Zoning Division

204 N. 5th Street

Leesburg, Florida 34748

Subject: Objection to Proposed Amending of the Comprehensive Plan and Rezoning of Property Located On US Highway 27.

Parcel Number: 182125000200001000

Case Numbers: SSCP-25-640, SPUD-25-642

Attention: City of Leesburg Planning & Zoning Department,

This letter is to notify you of our objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development).

This change will negatively impact our community and surrounding communities.

Our concerns are:

Established Comprehensive Plan:

This change request contradicts the established "Comprehensive Plan".

It doesn't serve the general public's interest nor does it align with the goals for orderly and logical development patterns as outlined in the "Comprehensive Plan".

1. Impact on Property Values:

This change would undoubtedly have a negative impact on property values. Allowing a "City" classification, instead of the current "Urban" classification will bring all those negative impacts inherent to cities to this area. This is a major reason why we moved to Royal Highlands, as it is NOT a city environment. Please, let's leave the city atmosphere to cities like Orlando, not Leesburg.

2. Increased Traffic, Noise and Traffic Accident Rates:

The proposed rezoning will lead to increased traffic, noise, and higher traffic accident rates, not only disrupting the enjoyment of existing single family home living in this area, but increasing costs and congestive traffic dangers. Route 27 has become more overcrowded and dangerous just in the short five years we've been here, and this change would only hasten more of the same.

3. Compatibility with Existing Land Use:

The proposed use is not compatible with the existing residential character of the neighborhood. It is imperative to preserve the "Urban Low-Low density" character of the area by maintaining "Urban low-density" residential development.

Approving an amendment to the Comprehensive Plan and rezoning would set a precedent for similar actions of incompatible development in the future, further eroding the established character of this and nearby communities.

The cumulative impact on existing communities and the overall effect on adjacent communities must be considered as this rezoning would have a negative result. This also reflects back on #1.

4. Environmental Issues:

More homes, apartments, or condos will add further strain to the environment, especially when those properties' lots are small and therefore more densely populated. The resultant negative environmental impacts include, but are not limited to: water supply demands, waste treatment demands, stormwater runoff, habitat disruption, and air quality deterioration.

5. Infrastructure Strain:

Current infrastructure (roads, schools, utilities) will not be able to support the increased density or activity level that the new zoning would create. This also relates to the increased water supply and waste treatment demands mentioned under Environmental issues.

We urge the City of Leesburg & Zoning Department to carefully consider these concerns and **reject** the proposed amendment to the Comprehensive Plan and rezoning applications.

Respectfully, notification of any future public meetings concerning this matter is requested.

Appreciatively,

Gerard & Maria Tonno
5407 Queen Victoria Drive
Leesburg, FL 34748
845.380.7152 - Gerard, 845.380.7156 - Maria
ProfessorGT40@outlook.com – Gerard, MariaATonno@gmail.com - Maria

Name = Joan M Wilson
Phone = 3525526235
Street-Address = 21615 King Richards Way
Email = joan_wilson_2000@yahoo.com
Issues = Objection to Proposed Amending the Comprehensive Plan and Rezoning of Property
Located on US Highway 27, Leesburg, Florida 34748

City of Leesburg Planning & Zoning Department

In reference to above subject, I am objecting to Proposed Amending of the Comprehensive Plan and Rezoning of Property located on US Highway 27, Leesburg, Florida 34748.

This e-mail is to notify you of the objection in the proposed change of the plans for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from the Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County PUS (Planned Unit Development) to City SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

I have lived in Royal Highlands 55 adult community since 2000. I do not feel that this small development in front of our community is desirable to the area.

The plan shows using our roads to get to this property. We have a stop light on the main road into our facility and the one they should use would only make sense to use this stop light and go by our sports field for softball. The home owners of RH pays for these roads. They should have their own roads into and out of this plan. Also, the name of Royal Highlands Townhouses should not be part of their name as it is listed on the plan. RH is single family homes only. We

do not have any school buses from the school system that comes into our development and therefore is another concern.

Other concerns for this area of Leesburg is traffic, more building then infrastructure can handle, noise and reduce the property value of homes.

48 units may not sound like many, but when you add the many new developments that Lake County already has on their books to build with no concern for the above, this is not a good idea. Drivers are having a hard time getting thru both entrances of the Florida Turnpike now due to overload of already over build areas in this 20 mile radius of US Highway 27.

Please give this your immediate attention as the area is seriously in need of your attention.

Joan M Wilson
21615 King Richards Way
Leesburg, Florida 34748
352-552-6235
joan_wilson_2000@yahoo.com

To whom this concerns,

I am opposed of the rezoning of this area in the Royal Highlands to be used for condo's. I feel this is a bad idea as it would cause extra traffic, which Rt 27 can't handle already. They are also asking to use our ammenities. These were set up to accomadate the residents of Royal Highland, if you add all these extra people, our ammenities will become overcrowded and we may not be able to use our own pools etc. This is one of the reasons we bought in Royal Highland, the ammenities! I also feel this will upset the eco system we have. Adding new buildings will take away places for the animals to be. We are a 55 and over community and I'm not sure this is going to be a 55r and over condo, therefore, again upsetting our community. If these are rental condo, they are not going to care if they mess up our stuff because they are just renting. I feel you need to re consider this proposal, as many residents of Royal Highlands are very upset with what is going on. Please keep our community as it is! WE DON'T NEED OR WANT ANY CHANGES.

Debbie Balcerak

This letter is to notify you of our objection to the proposed change to the comprehensive plan for the 7.5 acre property that was submitted by Bill Maki of the Daly design group. The negative impacts on the environment, infrastructure, congestion, surrounding community, and other issues too numerous to mention are obvious. We strongly urge you to reject this amendment. Thank you. James and Francia Wendelborn. 4701 Glen Coe Street Leesburg Fl. 34748

Attention: City of Leesburg Planning and Zoning Department

This letter is to notify you of my objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from Lake County PUD (Planned Unit Development) to city SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

My concerns are:

It does not serve the general public interest or align with the goals for orderly and logical development patterns as outlined in the Comprehensive Plan.

Impact on Property Values:

This change could negatively affect our current property values. The proposed rezoning could also lead to increased traffic and noise, disrupting the enjoyment of the existing single family homes in my area.

Infrastructure Strain:

Our current infrastructure (roads, schools, utilities) may not be able to support the increased traffic or activity level that the new zoning would create.

The City of Leesburg and Zoning Department is urged to carefully consider these concerns and reject the proposed amendment to the Comprehensive Plan and rezoning applications.

Notification of any future public meetings concerning this matter is requested.

Respectfully,

Paulette Drake
21601 Queen Elizabeth Court
Leesburg, Florida 34748
(269)325-4991

My name is Todd Price. My address is 21720 king Henry ave Leesburg Florida 34748. I purchased my lot in spring of 2002. I finished building my home in February 2003. When I purchased my lot from Pringle in 2002 I was assured that nothing would ever be built on the lot across the street from me. This was a good selling point for me. I am not in favor of building the townhouses across the street from me for the reason of safety to me and my wife. Will this townhouse community be a gated community? Or can anyone enter the royal highlands community by passing through the townhouse community and basically be at my door? Thank you. Todd Price.

This letter is to notify you of my objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County

PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

My concerns are:

1. It contradicts the established Comprehensive Plan.
2. It will lead to increased traffic and noise. With all the housing already approved to be built this will make driving on Rt 27 impossible. We already have bumper to bumper traffic at times, and we will now have possibly more accidents.
3. Many people moved here because we wanted to live in an urban area.
4. This will impact the safety of the communities around.
5. Current infrastructure (roads, schools, utilities) may not be able to support the increased density or activity level that the new zoning would create.
6. Also have concerns about stormwater runoff, habitat disruption, air quality, and water.

Please notify me of any future meetings concerning this matter.

Respectively,
Patricia Reynolds
4925 St Andrews Arc
Leesburg, Florida 34748
352-504-4245
psr1127@comcast.net

Parcel Number 182125000200001000
Case Number SSCP-25-640, SPUD-25-642

Attention: City of Leesburg Planning & Zoning Department

This letter is to notify you of my objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Dalt Design Group, from Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

My concerns are:

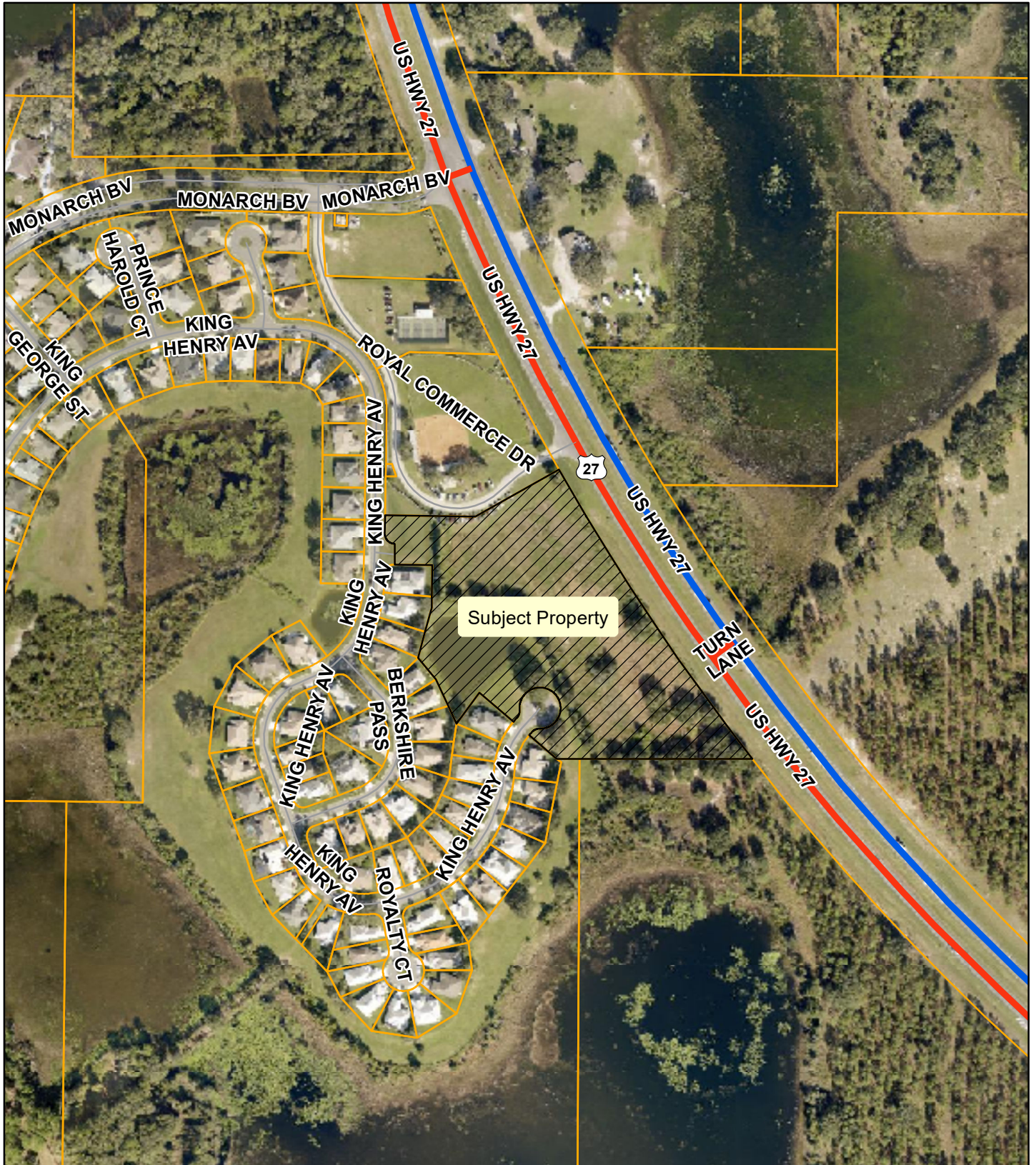
1. Many people moved here because we wanted an urban area.
2. It contradicts the established Comprehensive Plan 3. It will lead to increase traffic and noise. With all the new housing already approved this will make driving on Rt 27 impossible. Already we have bumper and bumper traffic and now we could have more accidents.
4. This will impact the safety of the communities around.
5. Current infrastructure (roads, schools, utilities) may not be able to support the increased density or activity level that the new zoning would create.
6. Also concerns about stormwater runoff, habitat disruption, air quality, and water.

The City of Leesburg * Zoning Department is urged to carefully consider these concerns and reject the proposed amendment to the Comprehensive Plan and rezoning application.

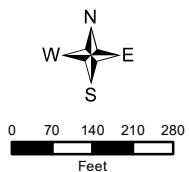
Please notify me of any future meetings concerning this matter.

George A Reynolds
4925 St. Andrews Arc
Leesburg, Florida 34748
908-347-0878
higar312@gmail.com

Aerial

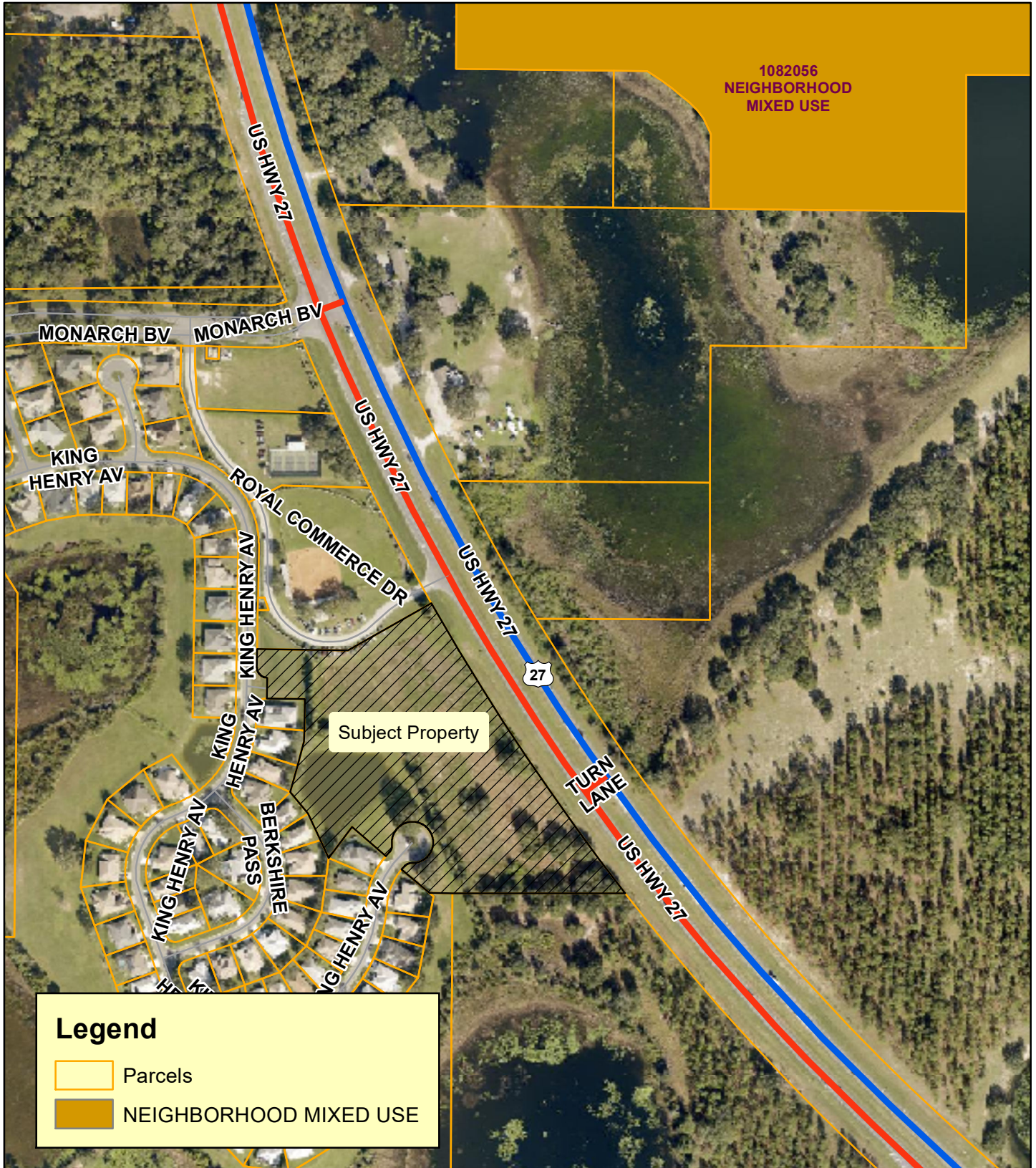


**Planning
& Zoning
Division**

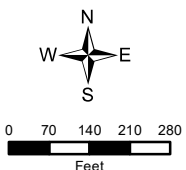


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Future Land Use

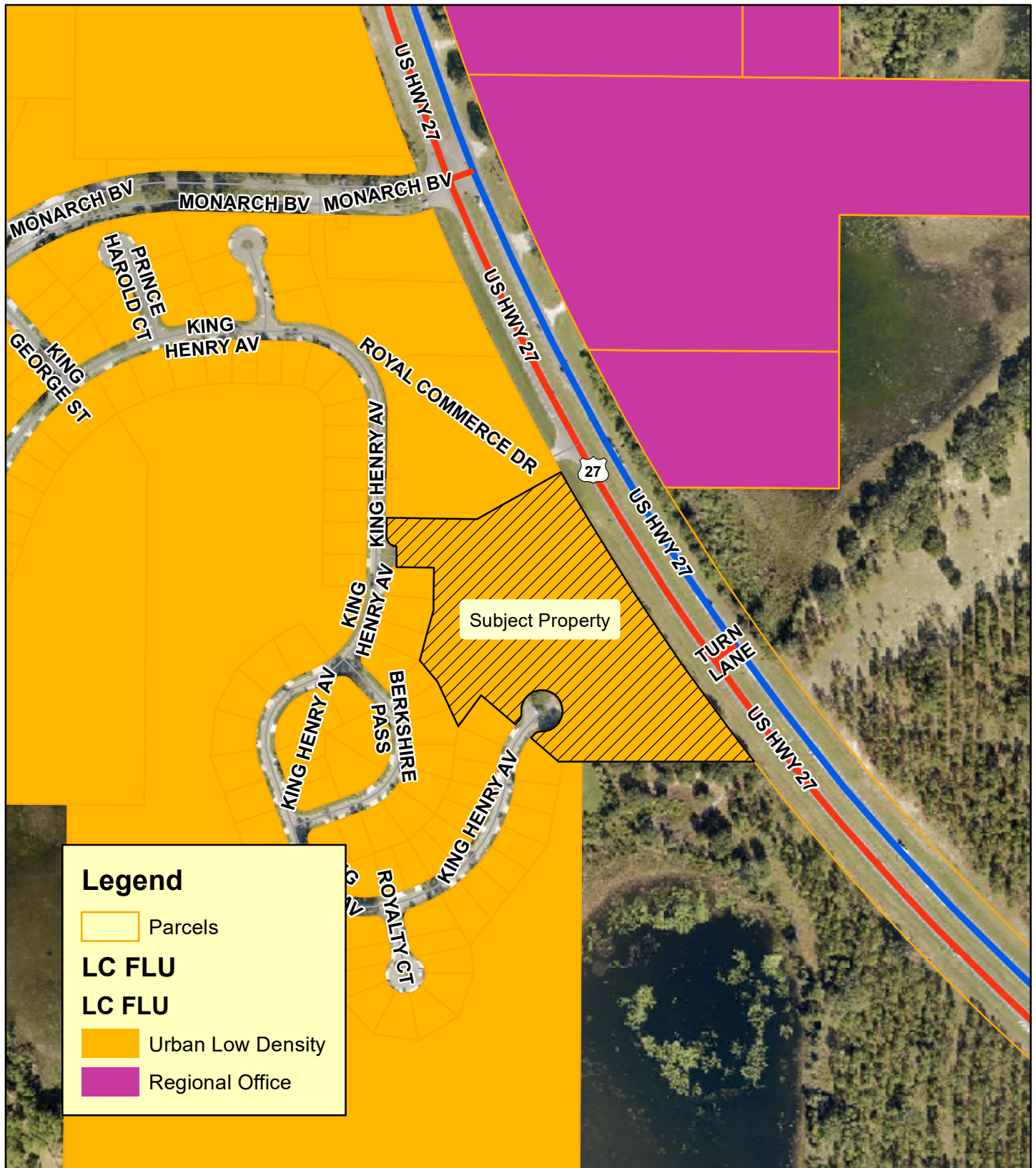


**Planning
& Zoning
Division**

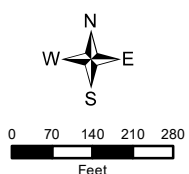


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Lake County Future Land Use



Planning & Zoning Division



Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Proposed Future Land Use

Legend

- Low Density Residential
- Parcels

Map Labels: MONARCH BV, PRINCE CT, KING HENRY AV, ROYAL COMMERCE DR, US HWY 27, TURN LANE, BERKSHIRE PASS, KING HENRY AV, SUBJECT PROPERTY

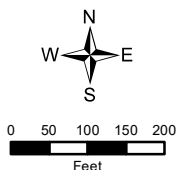
Scale: 0 50 100 150 200 Feet

North Arrow: N, S, E, W

Project Information:
Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025



Planning & Zoning Division



Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: September 8, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.53 +/- acres from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a townhome community for a property generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 18, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (SPUD Royal Highland)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a townhome community.

Analysis:

The project site is approximately 7.53 +/- acres, and is generally located west of U.S. Highway 27 and south of the Florida Turnpike as shown on the attached maps. At this time, the property is vacant undeveloped. The proposal will allow for a townhome community. The existing land uses surrounding the property are a single-family development, wetland, hotel/motel, and timber. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on August 21, 2025, and had a split vote of 3-3.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 7.53 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A TOWNHOME COMMUNITY FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SPUD ROYAL HIGHLAND)

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

Section 1.

Based upon the petition of Bill Maki, Daly Design Group, Petitioner, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**ROYAL HIGHLAND
PLANNED UNIT DEVELOPMENT AGREEMENT
AUGUST 21, 2025**

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **AM4530, LLC, 8615 Commodity Cir, Ste 17, Orlando, FL 32819**, (Bill Maki, Daly Design Group, Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Small Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is desirous of obtaining a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 48 attached single-family residential units which may be a 55+ age restricted community on approximately 7.53 acres, generally located west of US Highway 27 and south of Florida Turnpike, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **AM4530, LLC, 8615 Commodity Cir, Ste 17, Orlando, FL 32819, (Bill Maki, Daly Design Group, Petitioner)**, to construct, operate, and maintain a Planned Unit Development in and on real property in the **City of Leesburg**, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 7.53 acres, shall be used for 48 attached single-family residential units which may be a 55+ age restricted community, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Attached single family residential units (townhomes).
- 2) Detached single family residential units.
- 3) Outdoor recreation intended for the primary use of residents, such as trails, dog park, and pickleball court.
- 4) Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

- 1) Duplex/Triplex uses.
- 2) Multi-family units (apartments, except that the townhome units may be offered for-rent).
- 3) Commercial uses (as a primary use).
- 4) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. **DEVELOPMENT STANDARDS**

- A. The project shall contain a maximum of 48 attached single-family residential units, at a gross density not to exceed 6.4 units per acre on the approximately 7.53-acre site, as shown on **Exhibit C, Master Development Plan**.
- B. Unit sizes shall include 20-foot front loaded units.
- C. The maximum impervious surface for the project shall be 65%.
- D. The minimum unit development standards shall be:
 - 1) For all structures:
 - a. Each dwelling unit shall have a minimum two off-street parking spaces per unit.

- b. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.
- c. Minimum living area (under roof): 1,100 square feet.
- d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- e. Maximum building height: 2 stories, or 35-feet
- f. Minimum width:
Unit – 20 feet;
- g. Minimum unit depth 50 feet
- h. Minimum building setbacks:
Front (street) – 25 feet;
Side (between buildings) – 20 feet;
Side (street) – 25 feet;
Highway 27 – 50 feet.

5) **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the buildings. Designs may vary throughout the development.

- 1) Dormers
- 2) Gables
- 3) Recessed or raised entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or decorative posts
- 7) Bay window (minimum 12-inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Front windows with arched glass tops and minimum 4-inch trim.
- 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
- 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
- 12) Stone accents
- 13) Shutters
- 14) Board and batten siding
- 15) Hardy board siding
- 16) Raised banding
- 17) Craftsman style garage doors

- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
- 1) At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2) At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
 - 3) All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

6) OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

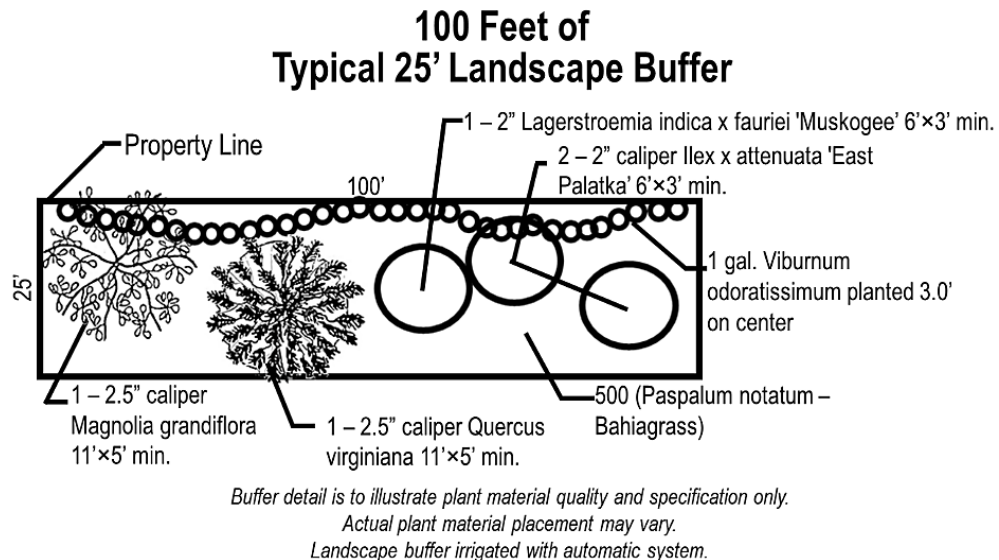
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the northern, eastern, and southern boundary of the property, unless otherwise provided for within these standards.
- C. The existing berm and trees along the center and western side of the property shall remain undisturbed and shall be maintained as an existing vegetated buffer between the existing homes within the Royal Highlands community. No additional buffering shall be required.
- D. One (1) canopy tree per townhome unit shall be planted interspersed between the town home buildings at no less than 50’ spacing along the front. The balance of required trees shall be located between the townhome buildings.

- E. A six (6) foot high fence may be provided adjacent to the residential parcels to the west. This fence may be constructed of PVC, aluminum, wrought iron, or other such synthetic material that allows for a physical barrier. Final determination on fencing type and location shall be provided with site plan review.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- G. Variations to the landscape requirements of the code may be approved by the Planning & Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. The surveying of trees on the property shall be conducted as follows:

- 1) All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
- 2) Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
- 3) The tree survey shall be completed by a licensed surveyor.

7) **SITE ACCESS AND SIGNAGE**

- A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1) Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2) Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3) The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. The access points may provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway, or within the landscape buffer. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

- D. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Planning & Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8) TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of the road. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing,

grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and units.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary or as permitted by the appropriate permitting agency.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. There are currently FEMA flood zones located throughout the parcel. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (18,000 square feet), or 0.41 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include a pavilion and dog park with onsite parking.
 - 1) The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 16 residential units.
- C. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property management association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, each phase shall be shown on the approved site plan and shall match each phase submitted for site plan review.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. **LEVELS OF SERVICE**

A. Levels of Service

- 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

Beginning at the intersection of the Easterly Right-of-Way of King Henry Avenue, as shown on the record plat of Royal Highlands, Phase 1-C-A, a Subdivision recorded in Plat Book 40, Page 34, in the Public Records of Lake County, Florida, and the South line of Tract "B", as shown on the record plat of Royal Highlands, Phase 2-A, a subdivision recorded in Plat Book 46, Page 59 in the Public Records of Lake County, Florida; run along the Boundary of said Tract "B", N 90°00'00" E, 219.72 feet; thence N 59°30'17" E, 233.05 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 27, said point being on a curve concave Northeasterly and having a radius of 5797.65 feet, and a radial bearing of S 59°30'17" W; thence Southeasterly, along the arc of said curve and the Southwesterly Right-of-Way of U.S. Highway 27, through a central angle of 08°25'34", an arc length of 852.63 feet, to the South line of Government Lot 2 in Section 18, Township 21 South, Range 25 East, Lake County, Florida; thence S 88°56'57" W, along the said South Boundary of said Government Lot 2, a distance of 435.69 feet; thence S 82°27'45" W, 33.54 feet to the most Easterly corner of Lot 629, of aforesaid Royal Highlands, Phase 1-C-A; thence along the Northeasterly line of Lot 629 and the Boundary of Royal Highlands, Phase 1-C-A, as follows: N 50°41'04" W, 101.81 feet to a point on the Southeasterly Right-of-Way line of King Henry Avenue, said point being on a curve concave Southeasterly, having a radius of 150.00 feet and a radial bearing of N 50°41'04" W; thence Northeasterly, along said curve, through a central angle of 02°32'29", an arc length of 6.65 feet; thence continue along the Right-of-Way of King Henry Avenue, N 41°51'26" E, 4.10 feet to the beginning of a cul-de-sac and a curve to the right, having a radius of 25.00 feet; thence Easterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet, to the beginning of a curve to the right, having a radius of 50.00 feet; thence Southeasterly, Easterly, Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly, along the arc of said curve, through a central angle of 276°22'46", an arc length of 241.19 feet, to the beginning of a curve to the right, having a radius of 25.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet; thence S 41°51'26" W, 4.10 feet to the beginning of a curve to the left, having a radius of 200.00 feet; thence Westerly along the arc of said curve, through a central angle of 02°18'24", an arc length of 8.05 feet to the most Easterly corner of Lot 630 of aforesaid Royal Highlands, Phase 1-C-A; thence along the boundary of said Phase 1-C-A, N 50°26'59" W, 108.50 feet; thence S 35°48'44" W, 94.01 feet; thence N 25°39'28" W, 118.66 feet; thence N 40°19'41" W, 68.37 feet; thence N 14°27'11" E, 125.88 feet; thence N 00°00'00" E, 104.00 feet; thence N 90°00'00" W, 91.91 feet; thence N 00°00'00" E, 50.00 feet to a point on a curve concave Northeasterly, said curve having a radius of 25.00 feet and a radial bearing of S 90°00'00" W; thence Westerly and Northerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence N 00°00'00" E, 44.75 feet to the Point of Beginning.

Parcel Identification Number: 18-21-25-0002-000-01000





FRONT ELEVATION

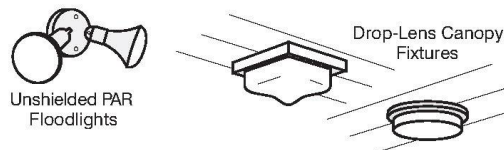
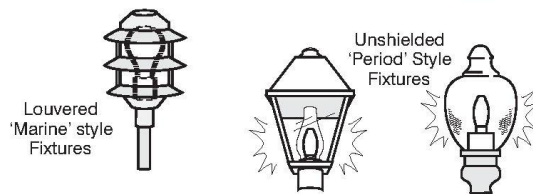
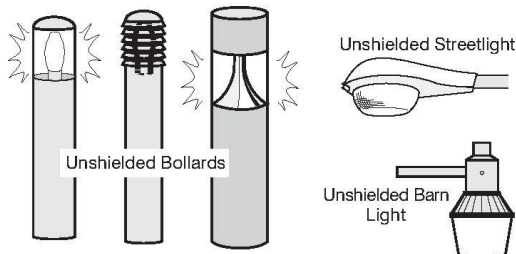
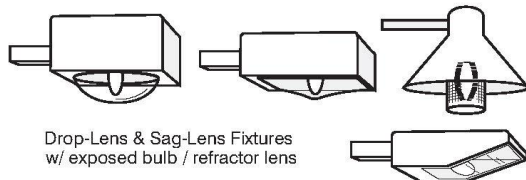
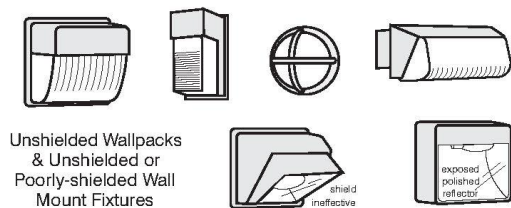
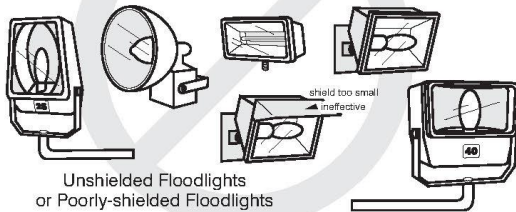


CONCEPTUAL ELEVATION
ROYAL HIGHLAND TOWNHOMES
25-011 05.30.25

Examples of Acceptable / Unacceptable Lighting Fixtures

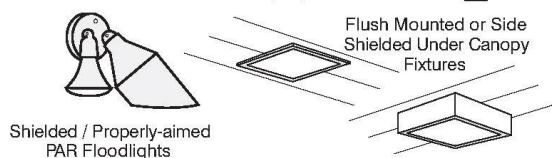
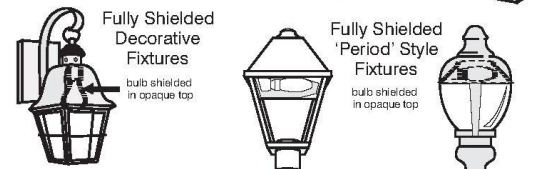
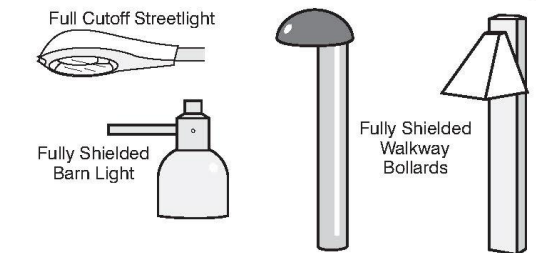
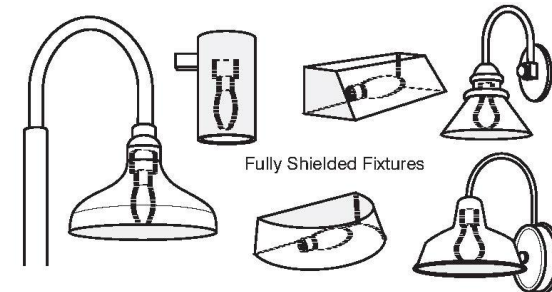
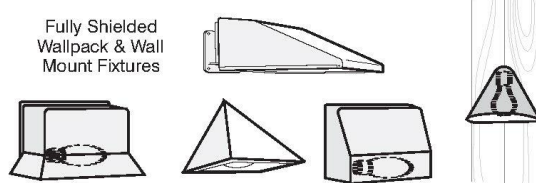
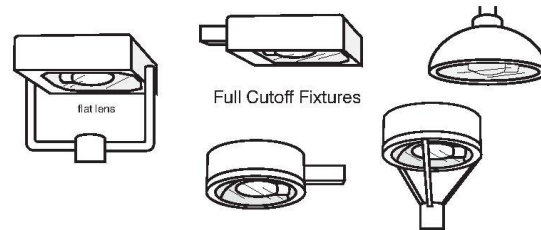
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission

EXHIBIT F

ACCEPTABLE FENCE SAMPLES



Figure A - Aluminum Rail Fence with Brick-Style Monuments

Example Source Courtesy of Byron Fence

<https://www.byronfence.com/commercial-fence>



Figure B - Aluminum Rail Fence with Stone-Style Monuments

Example Source Courtesy of Decoratedlife.com

<https://decoratedlife.com/stunning-aluminum-fence-ideas/>

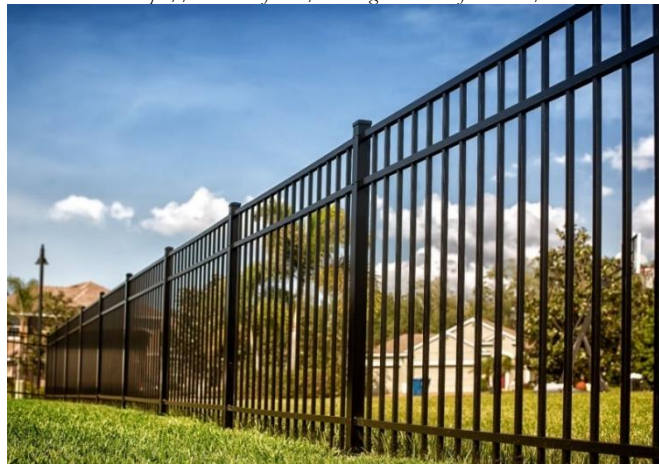


Figure C - Aluminum Rail Fence

Example Source Courtesy of Vinyl Fence.com

<https://www.buydirectvinylfence.com/5-tall-flat-top-3-rail-aluminum-fence.html>

Beginning at the intersection of the Easterly Right-of-Way of King Henry Avenue, as shown on the record plat of Royal Highlands, Phase 1-C-A, a Subdivision recorded in Plat Book 40, Page 34, in the Public Records of Lake County, Florida, and the South line of Tract "B", as shown on the record plat of Royal Highlands, Phase 2-A, a subdivision recorded in Plat Book 46, Page 59 in the Public Records of Lake County, Florida; run along the Boundary of said Tract "B", N 90°00'00" E, 219.72 feet; thence N 59°30'17" E, 233.05 feet to a point on the Southwesterly Right-of-Way line of U.S. Highway 27, said point being on a curve concave Northeasterly and having a radius of 5797.65 feet, and a radial bearing of S 59°30'17" W; thence Southeasterly, along the arc of said curve and the Southwesterly Right-of-Way of U.S. Highway 27, through a central angle of 08°25'34", an arc length of 852.63 feet, to the South line of Government Lot 2 in Section 18, Township 21 South, Range 25 East, Lake County, Florida; thence S 88°56'57" W, along the said South Boundary of said Government Lot 2, a distance of 435.69 feet; thence S 82°27'45" W, 33.54 feet to the most Easterly corner of Lot 629, of aforesaid Royal Highlands, Phase 1-C-A; thence along the Northeasterly line of Lot 629 and the Boundary of Royal Highlands, Phase 1-C-A, as follows: N 50°41'04" W, 101.81 feet to a point on the Southeasterly Right-of-Way line of King Henry Avenue, said point being on a curve concave Southeasterly, having a radius of 150.00 feet and a radial bearing of N 50°41'04" W; thence Northeasterly, along said curve, through a central angle of 02°32'29", an arc length of 6.65 feet; thence continue along the Right-of-Way of King Henry Avenue, N 41°51'26" E, 4.10 feet to the beginning of a cul-de-sac and a curve to the right, having a radius of 25.00 feet; thence Easterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet, to the beginning of a curve to the right, having a radius of 50.00 feet; thence Southeasterly, Easterly, Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly, along the arc of said curve, through a central angle of 276°22'46", an arc length of 241.19 feet, to the beginning of a curve to the right, having a radius of 25.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 48°11'23", an arc length of 21.03 feet; thence S 41°51'26" W, 4.10 feet to the beginning of a curve to the left, having a radius of 200.00 feet; thence Westerly along the arc of said curve, through a central angle of 02°18'24", an arc length of 8.05 feet to the most Easterly corner of Lot 630 of aforesaid Royal Highlands, Phase 1-C-A; thence along the boundary of said Phase 1-C-A, N 50°26'59" W, 108.50 feet; thence S 35°48'44" W, 94.01 feet; thence N 25°39'28" W, 118.66 feet; thence N 40°19'41" W, 68.37 feet; thence N 14°27'11" E, 125.88 feet; thence N 00°00'00" E, 104.00 feet; thence N 90°00'00" W, 91.91 feet; thence N 00°00'00" E, 50.00 feet to a point on a curve concave Northeasterly, said curve having a radius of 25.00 feet and a radial bearing of S 90°00'00" W; thence Westerly and Northerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence N 00°00'00" E, 44.75 feet to the Point of Beginning.

Parcel Identification Number: 18-21-25-0002-000-01000



**CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS**

DATE: August 21, 2025
OWNER: AM4530, LLC
PETITIONER: Bill Maki (Daly Design Group)
PROJECT: Royal Highland
REQUEST: Zoning from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.: SPUD-25-642

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts of Lake County PUD (Planned Unit Development), C-1 (Neighborhood Commercial) and City of Leesburg PUD (Planned Unit Development).
2. The proposed Future Land Use designation of City of Leesburg Low Density Residential is compatible with adjacent properties having Future Land Use designations of Lake County Urban Low Density, Regional Office and City of Leesburg Neighborhood Mixed Use.
3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County PUD (Planned Unit Development) to City of Leesburg SPUD (Small Planned Unit Development) and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 21, 2025
OWNER: AM4530, LLC
PETITIONER: Bill Maki (Daly Design Group)
PROJECT: Royal Highland
REQUEST: Small Scale Comprehensive Plan to Leesburg Low Density Residential and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-25-640, SPUD-25-642

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 08/15/2025

FIRE

No comments received as of 08/15/2025

ELECTRIC

“Leesburg Electric has no objections. This is outside of our Electric Service Territory.” Steve Davis 7/28/25

GAS

“Leesburg Gas Department- No Comment.” Wayne Williams 7/24/25

GIS

No comments received as of 08/15/2025

BUILDING

No comments received as of 08/15/2025

PUBLIC WORKS

No comments received as of 08/15/2025

ADDRESSING

No comments received as of 08/15/2025

ECONOMIC DEVELOPMENT

No comments received as of 08/15/2025

LAKE COUNTY PUBLIC WORKS

No comments received as of 08/15/2025

LAKE COUNTY SCHOOLS

“This 48-DU PUD for a 55+ age restricted townhome style community must submit recorded deed restrictions regarding the age restriction in order to be exempt from school concurrency review and school impact fees.” Heather Croney 7/24/25

“Just to follow up on Heather’s comment.

To be exempt from school concurrency and school impact fees the 55+ age restricted community is required to be approved by Lake County and a deed restriction recorded.

However, if these lots are included in the previously approved 55 + community then the applicant would just need to submit the documentation to the school district. “

Helen LaValley 7/24/25

PUBLIC RESPONSES

Approval

No comments received as of 08/15/2025

Disapproval

To: Lake County Planning and Zoning Board Members:

As a homeowner in Royal Highlands for the past 29-1/2 years, I'm very concerned regarding the zoning referenced above for 48 townhomes, for the following reasons:

- 1) Traffic on US27 North & Southbound is currently overcrowded. Now that a traffic light has been installed at US27 & the Northbound Turnpike entrance, Semi-Tractor-trailers and cars have been backed up from the that light, past Royal Highlands to Villa City Rd -County Rd 565 - at least 3 miles from the traffic light!! As you are aware, there are already several housing developments approved North & South of the North Florida Turnpike entrance at US27 which will add to the congestion on US27.
- 2) The new truck terminals that are not rented yet, two miles South of Royal Highlands, plus the current trucking entities, will lead to greater traffic congestion.
- 3) Most of the property being sold along US27 is zoned commercial so the land is not over developed and the environment does not suffer; especially the habitat for wildlife. It would seem that this property would be more suitable for commercial rather than residential.
- 4) The above zoning reference contains **48 2-story townhomes on only 7 acres of land**. Each unit will probably have 1+ car(s) to add to the congestion on US27.

5) Where will the Ingress/Egress road for these 48 townhomes be? All Royal Highlands roads are private.

6) Royal Highlands is a 55+ residential community with lots of green space. Please consider where the run-off water from 48 townhomes would go & which may cause Royal Highlands residents to purchase flood insurance.

PLEASE, Do not approve the above zoning application for 48 townhomes.

Thank you for your consideration. If you have any questions, please let me know.

Sincerely,

Katherine Beebe
21514 King Henry Ave
Leesburg, FL 34748
khbeebe@yahoo.com
352-321-8848

We are writing to you as deeply concerned residents of Lake County, specifically from Royal Highlands subdivision on Hwy 27 and the proposed zoning change for the above referenced Case no.

We have attended all the growth meetings for Lake County and the surrounding cities and heard about the lack of funding for roads, infrastructure, water problems, etc. The fact the cities in surrounding areas are looking into have water facilities that use waste water for drinking water and the fact ocean water is already intruding into wells in South Florida and Jacksonville just goes to show you the desperate situation water shortage is in Florida, it is no longer a deniable problem. We can't even wash clothes on Saturday as that is the day my precinct waters their lawns because I have no water pressure.

Allowing an additional 48 town homes on only seven acres of land to an all ready overcrowded area of 27 is just unimaginable. We already have a traffic problem at 27 and Monarch Blvd due to the fact there is no cloverleaf at the turnpike which is only 3 miles away from Royal Highlands. On any given day traffic can be backed up both ways making it impossible to go get groceries, office visits, etc. not to mention the deadly traffic accidents. The fact you have approved to build additional apartments near the turnpike, Margaritaville and Kalos HQ on 27 will only makes traveling a daily gamble with our safety. Eventually 27 will have to be widened to 8 lanes which will put the 48 town homes in the way to do so.

Lake County is losing it's charm one needless project at a time. Our wildlife is being threatened and are facing habitat loss.

Cities and counties all over Florida should be studying areas and other states that are facing drought problems. States that will no longer be able to grow cattle or so any farming at all, so in the near future food shortages will be a reality and with farm land disappearing one subdivision at a time Florida is losing it's ability to produce cattle or food.

Excessive building is not the answer to the current problems facing Lake County and will not put food on the table, so we urge you to vote No on this zoning request.

Sincerely,
Jim and Debbie Duane
20720 Prince Ranier Place
Leesburg, FL 34748

Lake County Planning and Zoning Board Members:

We are very concerned about the approval for the proposed zoning change referenced above.

Allowing an additional 48 housing units in an area that is already overcrowded would be unconscionable. The traffic on US27, both north and southbound is already horrendous. With the widening of US27 planned for the near future, it is inconceivable that the above development would remain as currently planned. The developments already approved for both north and south of Florida's Turnpike at US27, the truck parking development just north of the Florida's Turnpike south entrance, along with all the commercial developments along US27 from Clermont to Leesburg will add hundreds of vehicles to the already outdated roads and will lead to predictability even greater traffic congestion and more traffic fatalities, not to mention decreasing natural resources. Habitat for wildlife continues to be grossly depleted by all the developments in this area.

The above development plan contains 48 two story townhouses on the 7+ acres, along with parking for each unit, a dog park, a pavilion, pickleball court, mailbox kiosk, along with environmental green space. There is no mention of the residency requirement, although it would be difficult to image age 55+ residents buying/renting/leasing a two-story townhouse. Climbing stairs are not suitable to senior citizens.

The run-off water from the 48 townhouses may cause Royal Highlands residents to purchase expensive flood insurance and will adversely affect the quality of life Royal Highlands residents have enjoyed for decades. The developer failed to include an ingress and egress road for their project. Since Royal Highlands owns the only road into and out of the proposed project, our community would be responsible and liable for the cost to maintain that road.

The news media is constantly reporting that other cities and counties that approve overbuilding, that causes the lack of greenspace and flooding issues are experiencing massive lawsuits against those governmental entities.

With the huge developments already approved, does Leesburg really need 50/100 more vehicles on the roads and additional depletion of our natural resources? Common sense dictates that the reason planning for most of the property along US27 is zoned commercial is so the land is not overdeveloped and the environment does not suffer.

We urge you to vote for common sense by denying the above zoning application.

Please do not hesitate to contact us if additional information is needed.

Sincerely,

Ed and Mary Javor
6325 Royalty Court
Leesburg, Florida 34748
352.728.8810

To Whom It May Concern,

We are residents at 21739 King Henry Ave in Royal Highlands. It has come to our attention that the property adjacent to ours is being reviewed for any comments about its impact on us. Of course we love our beautiful neighborhood and for many years Royal Highlands has maintained the vacant lot two lots away from us that belongs to this developer, as well as the retention pond and cul de sac behind us. All this natural beauty is what attracted us to purchase our home. I am sure that people who will be future tenants in this new 55+ property would want the same beauty that is there now. It is our hope that the development will encompass these two areas as part of their landscape so that everyone can continue to enjoy the beauty of it. However, there are issues that are of much greater impact than the loss of the natural beauty.

Apparently the city and/or county has determined that the volume of people and traffic that will be increased due to this and other developments nearby is not a factor to the residents fighting to go places when ingressing and egressing Royal Highlands. Despite that there are wonderful stop lights at our entry, we still incur a fair share of collisions due to the high density of traffic on Route 27. This new community will enter from Royal Highlands entrance and increase that density far more. Please note this is data on Rte 27 - US 27 has been identified as one of the most dangerous highways in Florida, with 529 fatal crashes and 614 fatalities over recent years across its full length".

The allowance for water use is already rationed in the Royal Highlands meaning that more residential and commercial sites will be taxing the already overburdened water supply. This will be cause for future increases on water, electricity and other necessities, when the bills from City of Leesburg already have sky high sewerage fees which are the highest part of the bill. Looking up the stats, we found out the following: "Leesburg's sewerage fee structure is middle- to high-range compared to other cities in Lake County—lower than Mount Dora's flat rate but higher than Clermont and Tavares for the base fee. However, actual cost depends on monthly water usage and applicable surcharges". A majority of the people in Royal Highlands are no longer working. The increasing costs of utilities will make it harder and harder to maintain our homes and our essential needs going forward.

Here is a summary of what is already happening on the 27 corridor which will be a horrendous impact on the area, let alone this addition.

There are several new residential communities that have been approved and are actively building or are soon to break ground along Route 27 between Leesburg and Clermont:

- **Groves at Whitemarsh (Leesburg):** New homes are under construction by Stanley Martin Homes in this community located off Route 27 near Leesburg. This project is fully active with homes being marketed and built as of 2025.
- **Leesburg PUD near US 27 and Turnpike:** The City of Leesburg has on its May 2025 agenda a Planned Unit Development (PUD) west of US 27 and north of the Ronald Reagan Turnpike, indicating recent approval for another significant community in this corridor.
- **Minneola Hills Project (near Clermont):** The area just north of Clermont is the site of the "Hills of Minneola," a large-scale development already under way, which is slated to bring thousands of new residential units to the US 27 corridor.
- **Clermont General Area:** There are 291 new construction homes listed in the Clermont area on Route 27, reflecting multiple active and forthcoming residential developments, though not all are right on 27 and some may be infill within city limits.

In addition to those under construction, there are also multiple parcels of land currently for sale or recently approved for mixed-use or residential development directly off US 27 in both Leesburg and the stretch toward Clermont.

In summary, at least three large new communities are approved and building or preparing to build on Route 27 between Leesburg and Clermont—with other parcels actively marketed for future development. The growth in this corridor is robust and ongoing, particularly north of Clermont and around the Leesburg city limits.

Please consider what you are enabling to happen here. This will be the worst place to live in Florida very soon.

Sincerely,

Karen and Neal Nelson

Case No: SSCP-25-640, SPUD-25-642

To Whom It May Concern:

We are addressing our comments on the impact of the Property adjacent to our community of Royal Highlands. Royal Highlands contains 1500 single family homes with an extensive network of rules and regulations governing our 55+ community.

We reside at 21751 King Henry Avenue and the property in question is within 200 ft of our home. Our opposition to the request for the rezoning of this property from Lake County PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development) and Amend the development plan on the 7.53 acres from Lake County Urban Low Density to City Low Density Residential is obvious. We are Urban not City and our opposition is based on many concerns.

The developer appears to have neglected to thoroughly plan the effect of 7+ acres on the environment. His plan states 48 townhomes designated for age 55+ occupancy. People 55+ do not purchase or rent two story residences. If the re-zoning is approved, the Royal Highlands Board of Directors will need to ensure (at an additional expense to its Members) Declarations of Restrictions age 55+ status is protected. Don't allow this development to proceed. .

The impact on the use of our utilities and amenities would be detrimental to the daily needs of our residents. What is Leesburg's plan to ensure that we have sufficient potable water? We are already experiencing a drop in water supply. We are overtaxing the aquifers with irresponsible development.

The thousands of homes being built along both sides of Hwy 27 has caused a death trap on Hwy 27. We have only one entrance/exit for our residents in and out of our community. The noise level from Hwy 27

is deafening and a detriment to the 48 townhomes on 7+ acres (average 7 homes per acre with roads and driveways). The expansion of lanes on Hwy 27 are already in progress and the widening plans will decrease the 7.5 acres with the right of imminent domain.

We have a contracted management company which maintains the efficacy of our 55+ Rules and Regulations. They will not accept the added responsibility of 48 townhome residents and all the added needs and problems.

There are many more concerns but this meeting will hopefully stop the current crisis. We urge you to keep the current zoning on the proposed property. Please help us maintain the safety and quality of life we have worked so hard to maintain. Thank you.

Please do not hesitate to contact us if you need additional comments/information.

James & Judith Richards

21751 King Henry Avenue

Leesburg, FL 34748

Phone: 352 801-7489

Cell: 312 215-5296

Email: lucyfyre4@yahoo.com

08/05/2025

City of Leesburg

Planning & Zoning Division

204 N. 5th Street

Leesburg, Florida 34748

Subject: Objection to Proposed Amending of the Comprehensive Plan and Rezoning of Property Located On US Highway 27.

Parcel Number: 182125000200001000

Case Numbers: SSCP-25-640, SPUD-25-642

Attention: City of Leesburg Planning & Zoning Department,

This letter is to notify you of our objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development).

This change will negatively impact our community and surrounding communities.

Our concerns are:

Established Comprehensive Plan:

This change request contradicts the established "Comprehensive Plan".

It doesn't serve the general public's interest nor does it align with the goals for orderly and logical development patterns as outlined in the "Comprehensive Plan".

1. Impact on Property Values:

This change would undoubtedly have a negative impact on property values. Allowing a "City" classification, instead of the current "Urban" classification will bring all those negative impacts inherent to cities to this area. This is a major reason why we moved to Royal Highlands, as it is NOT a city environment. Please, let's leave the city atmosphere to cities like Orlando, not Leesburg.

2. Increased Traffic, Noise and Traffic Accident Rates:

The proposed rezoning will lead to increased traffic, noise, and higher traffic accident rates, not only disrupting the enjoyment of existing single family home living in this area, but increasing costs and congestive traffic dangers. Route 27 has become more overcrowded and dangerous just in the short five years we've been here, and this change would only hasten more of the same.

3. Compatibility with Existing Land Use:

The proposed use is not compatible with the existing residential character of the neighborhood. It is imperative to preserve the "Urban Low-Low density" character of the area by maintaining "Urban low-density" residential development.

Approving an amendment to the Comprehensive Plan and rezoning would set a precedent for similar actions of incompatible development in the future, further eroding the established character of this and nearby communities.

The cumulative impact on existing communities and the overall effect on adjacent communities must be considered as this rezoning would have a negative result. This also reflects back on #1.

4. Environmental Issues:

More homes, apartments, or condos will add further strain to the environment, especially when those properties' lots are small and therefore more densely populated. The resultant negative environmental impacts include, but are not limited to: water supply demands, waste treatment demands, stormwater runoff, habitat disruption, and air quality deterioration.

5. Infrastructure Strain:

Current infrastructure (roads, schools, utilities) will not be able to support the increased density or activity level that the new zoning would create. This also relates to the increased water supply and waste treatment demands mentioned under Environmental issues.

We urge the City of Leesburg & Zoning Department to carefully consider these concerns and **reject** the proposed amendment to the Comprehensive Plan and rezoning applications.

Respectfully, notification of any future public meetings concerning this matter is requested.

Appreciatively,

Gerard & Maria Tonno
5407 Queen Victoria Drive
Leesburg, FL 34748
845.380.7152 - Gerard, 845.380.7156 - Maria
ProfessorGT40@outlook.com – Gerard, MariaATonno@gmail.com - Maria

Name = Joan M Wilson
Phone = 3525526235
Street-Address = 21615 King Richards Way
Email = joan_wilson_2000@yahoo.com
Issues = Objection to Proposed Amending the Comprehensive Plan and Rezoning of Property
Located on US Highway 27, Leesburg, Florida 34748

City of Leesburg Planning & Zoning Department

In reference to above subject, I am objecting to Proposed Amending of the Comprehensive Plan and Rezoning of Property located on US Highway 27, Leesburg, Florida 34748.

This e-mail is to notify you of the objection in the proposed change of the plans for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from the Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County PUS (Planned Unit Development) to City SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

I have lived in Royal Highlands 55 adult community since 2000. I do not feel that this small development in front of our community is desirable to the area.

The plan shows using our roads to get to this property. We have a stop light on the main road into our facility and the one they should use would only make sense to use this stop light and go by our sports field for softball. The home owners of RH pays for these roads. They should have their own roads into and out of this plan. Also, the name of Royal Highlands Townhouses should not be part of their name as it is listed on the plan. RH is single family homes only. We

do not have any school buses from the school system that comes into our development and therefore is another concern.

Other concerns for this area of Leesburg is traffic, more building then infrastructure can handle, noise and reduce the property value of homes.

48 units may not sound like many, but when you add the many new developments that Lake County already has on their books to build with no concern for the above, this is not a good idea. Drivers are having a hard time getting thru both entrances of the Florida Turnpike now due to overload of already over build areas in this 20 mile radius of US Highway 27.

Please give this your immediate attention as the area is seriously in need of your attention.

Joan M Wilson
21615 King Richards Way
Leesburg, Florida 34748
352-552-6235
joan_wilson_2000@yahoo.com

To whom this concerns,

I am opposed of the rezoning of this area in the Royal Highlands to be used for condo's. I feel this is a bad idea as it would cause extra traffic, which Rt 27 can't handle already. They are also asking to use our ammenities. These were set up to accomadate the residents of Royal Highland, if you add all these extra people, our ammenities will become overcrowded and we may not be able to use our own pools etc. This is one of the reasons we bought in Royal Highland, the ammenities! I also feel this will upset the eco system we have. Adding new buildings will take away places for the animals to be. We are a 55 and over community and I'm not sure this is going to be a 55r and over condo, therefore, again upsetting our community. If these are rental condo, they are not going to care if they mess up our stuff because they are just renting. I feel you need to re consider this proposal, as many residents of Royal Highlands are very upset with what is going on. Please keep our community as it is! WE DON'T NEED OR WANT ANY CHANGES.

Debbie Balcerak

This letter is to notify you of our objection to the proposed change to the comprehensive plan for the 7.5 acre property that was submitted by Bill Maki of the Daly design group. The negative impacts on the environment, infrastructure, congestion, surrounding community, and other issues too numerous to mention are obvious. We strongly urge you to reject this amendment. Thank you. James and Francia Wendelborn. 4701 Glen Coe Street Leesburg Fl. 34748

Attention: City of Leesburg Planning and Zoning Department

This letter is to notify you of my objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from Lake County PUD (Planned Unit Development) to city SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

My concerns are:

It does not serve the general public interest or align with the goals for orderly and logical development patterns as outlined in the Comprehensive Plan.

Impact on Property Values:

This change could negatively affect our current property values. The proposed rezoning could also lead to increased traffic and noise, disrupting the enjoyment of the existing single family homes in my area.

Infrastructure Strain:

Our current infrastructure (roads, schools, utilities) may not be able to support the increased traffic or activity level that the new zoning would create.

The City of Leesburg and Zoning Department is urged to carefully consider these concerns and reject the proposed amendment to the Comprehensive Plan and rezoning applications.

Notification of any future public meetings concerning this matter is requested.

Respectfully,

Paulette Drake
21601 Queen Elizabeth Court
Leesburg, Florida 34748
(269)325-4991

My name is Todd Price. My address is 21720 king Henry ave Leesburg Florida 34748. I purchased my lot in spring of 2002. I finished building my home in February 2003. When I purchased my lot from Pringle in 2002 I was assured that nothing would ever be built on the lot across the street from me. This was a good selling point for me. I am not in favor of building the townhouses across the street from me for the reason of safety to me and my wife. Will this townhouse community be a gated community? Or can anyone enter the royal highlands community by passing through the townhouse community and basically be at my door? Thank you. Todd Price.

This letter is to notify you of my objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Daly Design Group, from Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County

PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

My concerns are:

1. It contradicts the established Comprehensive Plan.
2. It will lead to increased traffic and noise. With all the housing already approved to be built this will make driving on Rt 27 impossible. We already have bumper to bumper traffic at times, and we will now have possibly more accidents.
3. Many people moved here because we wanted to live in an urban area.
4. This will impact the safety of the communities around.
5. Current infrastructure (roads, schools, utilities) may not be able to support the increased density or activity level that the new zoning would create.
6. Also have concerns about stormwater runoff, habitat disruption, air quality, and water.

Please notify me of any future meetings concerning this matter.

Respectively,
Patricia Reynolds
4925 St Andrews Arc
Leesburg, Florida 34748
352-504-4245
psr1127@comcast.net

Parcel Number 182125000200001000
Case Number SSCP-25-640, SPUD-25-642

Attention: City of Leesburg Planning & Zoning Department

This letter is to notify you of my objection to the proposed change of the Comprehensive Plan for the 7.53 acre property that was submitted by Bill Maki, Dalt Design Group, from Lake County Urban Low Density to City Low Density Residential and rezoning from Lake County PUD (Planned Unit Development) to City SPUD (Small Planned Unit Development). This change will negatively impact the community and surrounding area.

My concerns are:

1. Many people moved here because we wanted an urban area.
2. It contradicts the established Comprehensive Plan 3. It will lead to increase traffic and noise. With all the new housing already approved this will make driving on Rt 27 impossible. Already we have bumper and bumper traffic and now we could have more accidents.
4. This will impact the safety of the communities around.
5. Current infrastructure (roads, schools, utilities) may not be able to support the increased density or activity level that the new zoning would create.
6. Also concerns about stormwater runoff, habitat disruption, air quality, and water.

The City of Leesburg * Zoning Department is urged to carefully consider these concerns and reject the proposed amendment to the Comprehensive Plan and rezoning application.

Please notify me of any future meetings concerning this matter.

George A Reynolds
4925 St. Andrews Arc
Leesburg, Florida 34748
908-347-0878
higar312@gmail.com

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 24, 2025
OWNER: AM4530, LLC
PETITIONER: Bill Maki (Daly Design Group)
PROJECT: Royal Highland
REQUEST: Small Scale Comprehensive Plan to Leesburg Low Density Residential and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-25-640, SPUD-25-642

GENERAL LOCATION: West of US Highway 27 and South of Florida Turnpike

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density, City Neighborhood Mixed Use
South – Lake County Urban Low Density
East – Lake County Regional Office
West – Lake County Urban Low Density

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Urban Low Density	Low Density Residential	7.53 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Low Density Residential

EXISTING ZONING DESIGNATION: Lake County PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development), City PUD (Planned Unit Development)
South – Lake County PUD (Planned Unit Development)
East – Lake County C-1 (Neighborhood Commercial)
West – Lake County PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City SPUD (Small Planned Unit Development)

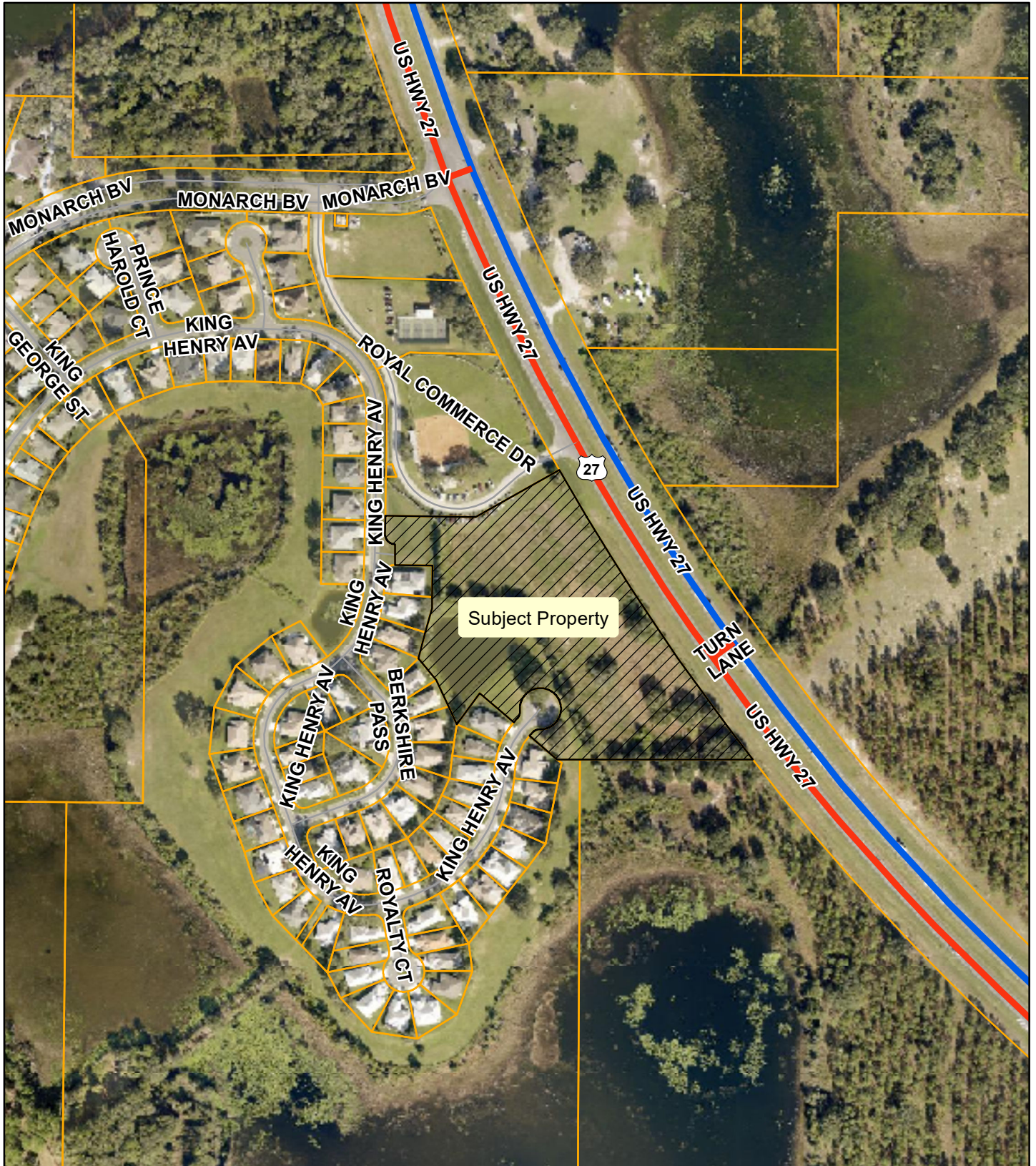
EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

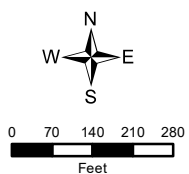
North – Lake County Urban Low Density, City Neighborhood Mixed Use
South – Lake County Urban Low Density
East – Lake County Regional Office
West – Lake County Urban Low Density

PROPOSED LAND USE: 55+ Age Restricted Townhome Style Community

Aerial

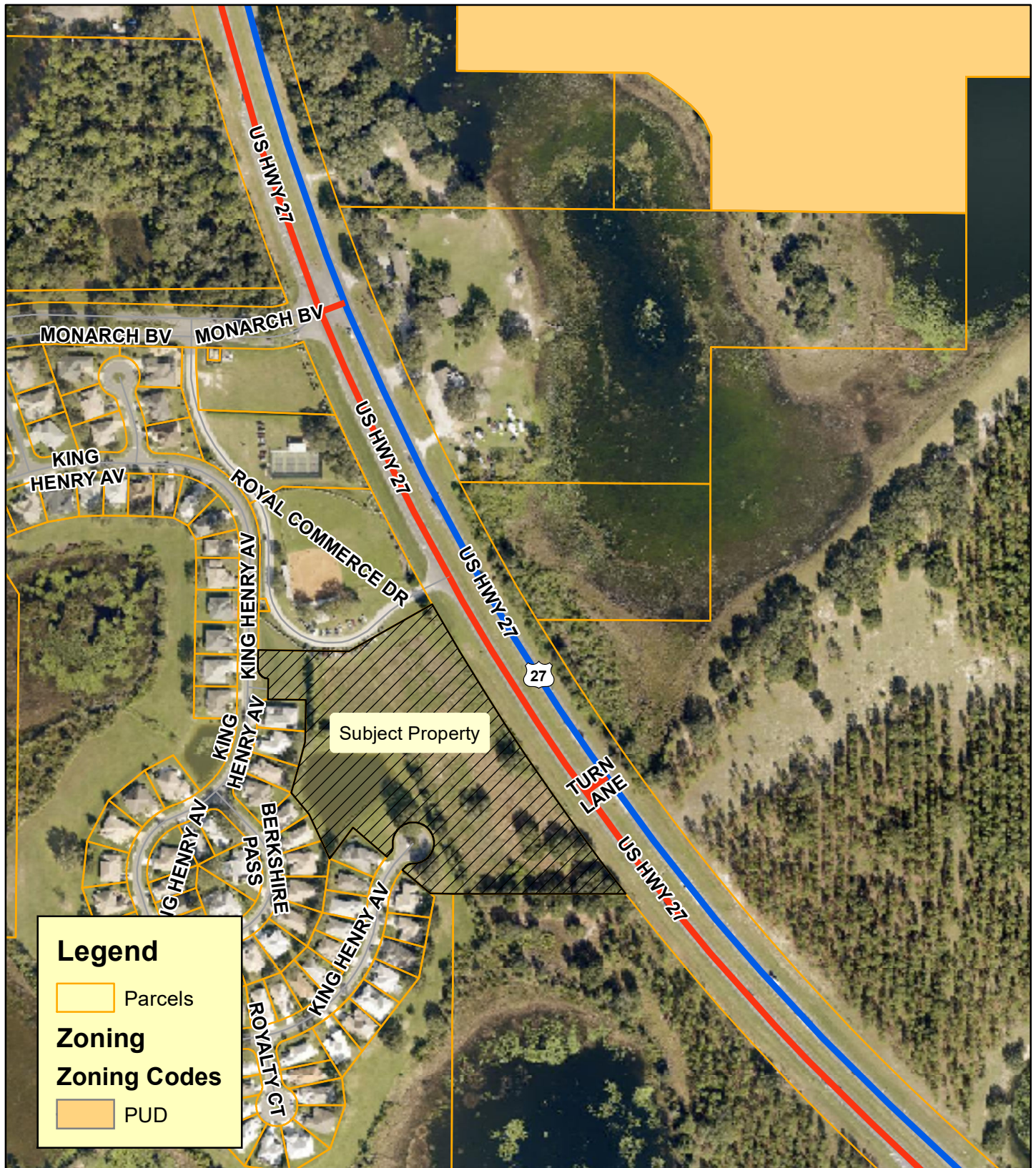


Planning & Zoning Division

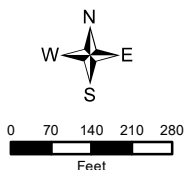


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Zoning

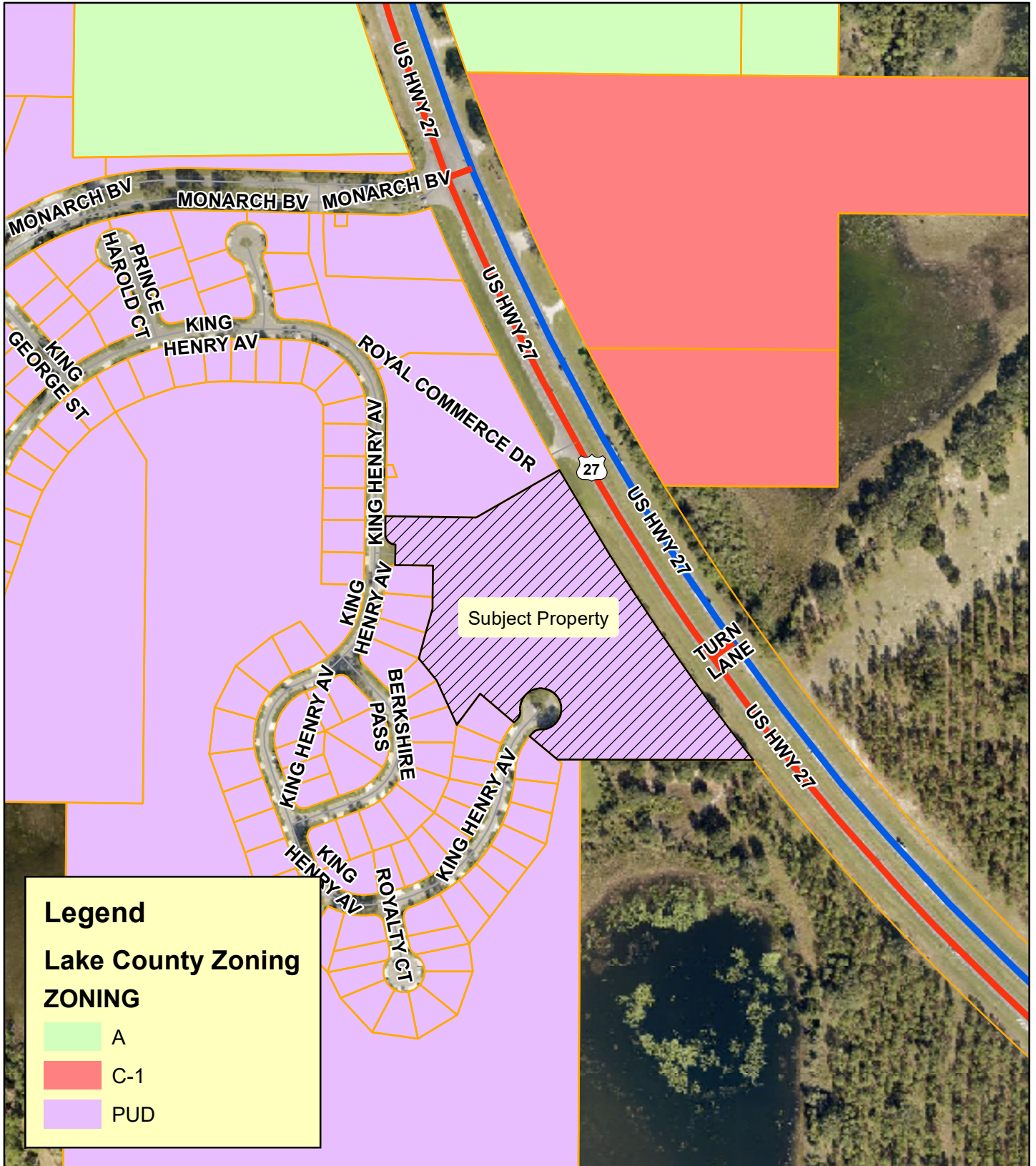


**Planning
& Zoning
Division**

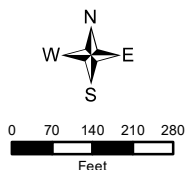


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Lake County Zoning



**Planning
& Zoning
Division**



Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Proposed Zoning



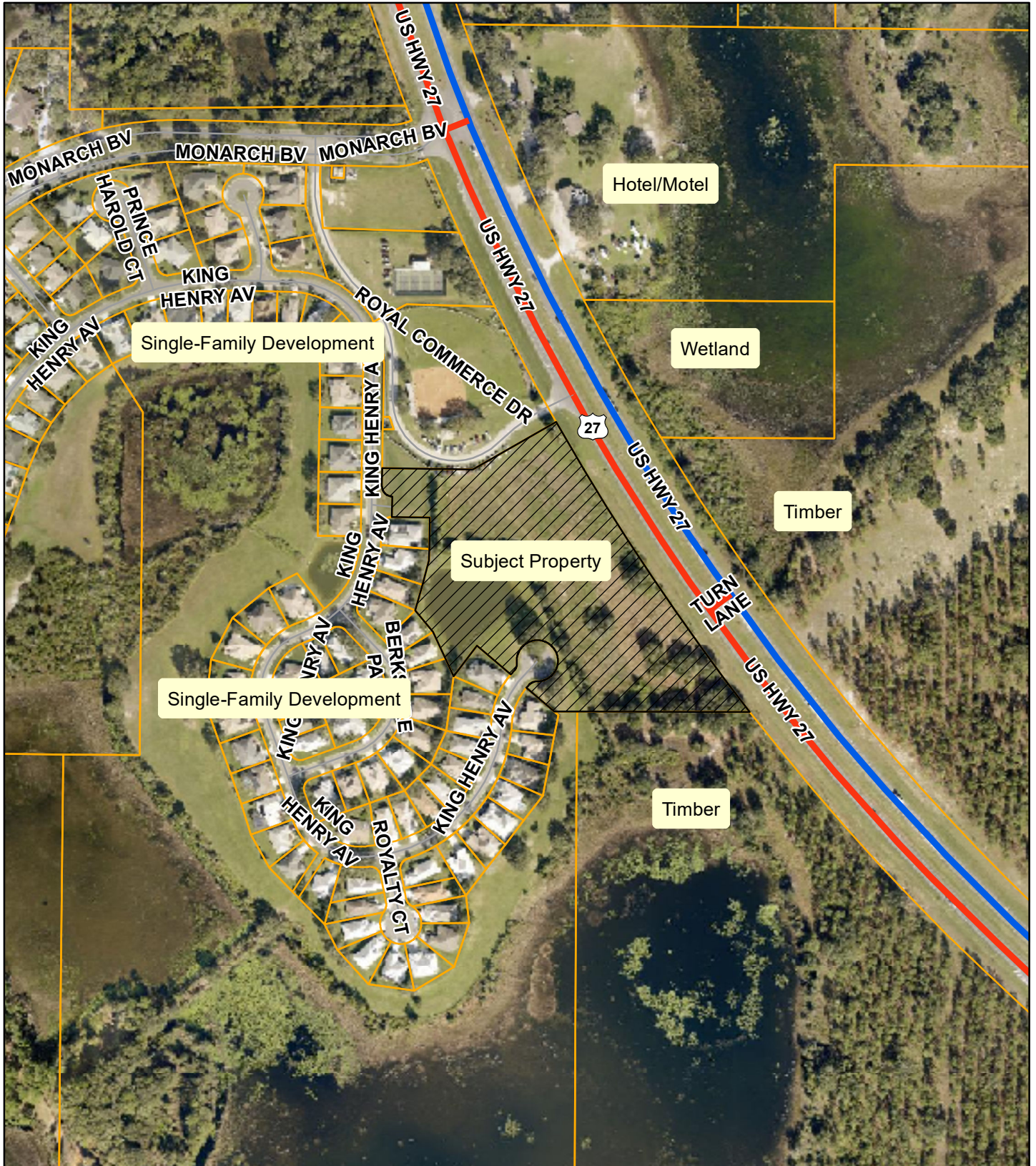
**Planning
& Zoning
Division**



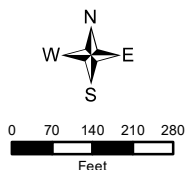
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Feet

Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Surrounding Land Use

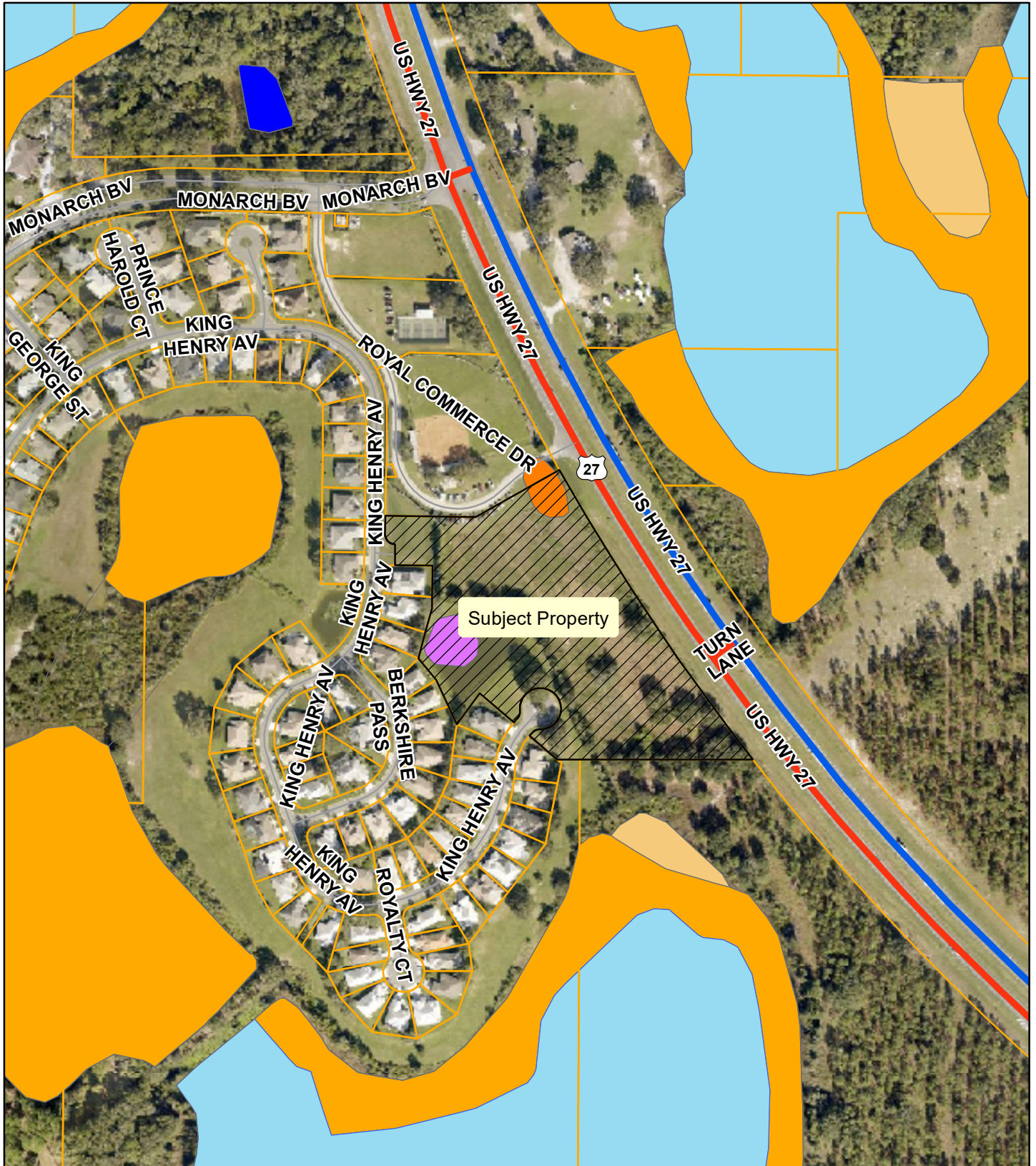


**Planning
& Zoning
Division**

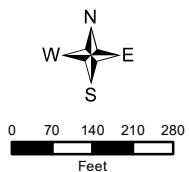


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Wetlands



**Planning
& Zoning
Division**

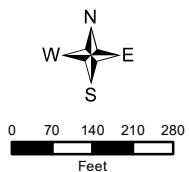


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Flood Zone



**Planning
& Zoning
Division**

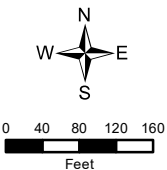


Royal Highland
ANNX-25-639, SSCP-25-640, SPUD-25-642
AK # 1024528
Section 18, Township 21 South, Range 25 East
July 3, 2025

Royal Commerce Drive



Planning
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Division

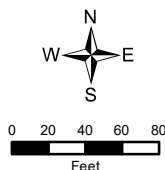


Royal Highland
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Royal Commerce Drive Close-Up



**Planning
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