**AGENDA**
**CITY COMMISSION MEETING**
**VENETIAN CENTER, 1 DOZIER COURT**
**MONDAY, SEPTEMBER 27, 2021 5:30 PM**

**1. CALL TO ORDER**

**INVOCATION**

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

**2. PROCLAMATIONS:**

**A. None**

**3. PRESENTATIONS:**

**A. None**

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

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

**A. CITY COMMISSION MEETING MINUTES:**

**1. Regular meeting held September 13, 2021**

**2. Special meeting held September 16, 2021**

**B. PURCHASING ITEMS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida awarding an Invitation for Bid and approving execution of a fixed unit price agreement for liquid sodium hypochlorite (Chlorine) for use by the City's water and wastewater utilities with Odyssey Manufacturing, 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 execute Amendment Three to amend the contract unit prices on an existing Agreement with H&H Liquid Sludge, Inc. for bio-solids disposal services; and providing an effective date.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to a five-year term, said term ending September 30, 2026; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 6 to the Cracker Barrel Old Country Store, Inc. Lease; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Christian Worship Center of Central Florida, Inc. for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Leesburg Lake Harris, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from T5 Leesburg, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from VGP Leesburg 1, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida, authoring and directing the Mayor and City Clerk to execute a Contingent Gas Sales Contract between the City of Leesburg and the City of Lakeland, Florida, for the purpose of setting forth the terms under which Leesburg will sell Natural Gas to Lakeland, and granting the City Manager and City Attorney authority to make minor changes and additions to the contract which do not have a material effect on its terms; and providing an effective date.**

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

**A. Public Hearing on the proposed millage and proposed budget for Fiscal Year 2021-22**

1. **Announce the name of the taxing authority, the rolled back rate, and the millage rate to be levied**

2. **Discuss the proposed aggregate millage rate**

3. **Request comments from the public regarding the millage rate**

4. **Resolution of the City Commission of the City of Leesburg, Florida finally adopting 4.0192 mills as the Fiscal Year 2021-22 Millage Rate for the City of Leesburg, Florida, representing the current year proposed aggregate Millage Rate of 4.0192 mills which is 0.00% more than the current year rolled back rate; and providing an effective date.**

5. **Request comments from the public regarding the Fiscal Year 2021-22 budget**

6. **Resolution finally adopting the Fiscal Year 2021-22 budget**

7. **Announce the adopted millage rate**

**B. SECOND READING OF ORDINANCES:**

1. **None**

**C. FIRST READING OF ORDINANCES:**

**1. None**

**D. NON-ROUTINE ITEMS:**

**1. Purchase request by Public Works for the furnish and installation of a new sign with digital signage at the entrance to 'The Lakefront'.**

**2. Resolution of the City Commission of the City of Leesburg, Florida Authorizing the City Manager to repair drainage issues in Arlington Ridge for an amount of up to $250,000; and providing an effective date.**

**3. Resolution of the City Commission of the City of Leesburg, Florida, approving American Recovery Grant Projects**

**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**
**CITY COMMISSION MEETING**
**VENETIAN CENTER, 1 DOZIER COURT**
**MONDAY, SEPTEMBER 13, 2021 5:30 PM**

## 1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, September 13, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck
Commissioner Mike Pederson
Mayor John Christian

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

**INVOCATION**

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

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

## 2. PROCLAMATIONS:

**A. None**

## 3. PRESENTATIONS:

**A. None**

## 4. PUBLIC COMMENTS:

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

There were no public comments offered this evening.

**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 and 5.C.3**

**5.B.1** = Change order to the professional services agreement with CPH, Inc. for the conceptual design of the Pine Street Improvements and engineering services as part of the downtown improvements; and **5.C.3** = Proportionate Share Agreement entered into by and between The School Board of Lake County, Hanover 623 Holdings, LLC., and the City of Leesburg to allow for payment of Lake County School Impact Fees.

Commissioner Burry moved to adopt the Consent Agenda except for **5.B.1 and 5.C.3**, and Commissioner Robuck seconded the motion.

The roll call vote was:

| | |
|---|---|
| Commissioner Connell | Yes |
| Commissioner Robuck | Yes |
| Commissioner Burry | Yes |
| Commissioner Pederson | Yes |
| Mayor Christian | 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. **Joint Workshop held August 12, 2021 between City Commission & Airport Advisory Board**

2. **Regular meeting held August 23, 2021**

**B. PURCHASING ITEMS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a change order to the professional services agreement with CPH, Inc. for the conceptual design of**

**the Pine Street Improvements and engineering services as part of downtown improvements for an amount not to exceed $297,020.00; and providing an effective date.**

**ADOPTED RESOLUTION 10,909**

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell stated that he understands this is part of the Main Street Master Plan, but we are talking about spending two hundred and ninety-seven thousand dollars on engineering before we even get to the project, which is going to be close to three million dollars. He would like to see some other projects proposed within the City so the Commission could make a decision on what best benefits the community as a whole and what would give the most bang for the buck. This is a lot of money to spend on one road that just connects Canal to Lake Street. We have more needy projects in the city and he would like to have a choice of where we should spend three million dollars and not just earmark it for one road. **Commissioner Pederson** commented that he was still getting used to government prices, but the two ninety-seven did not shock him. It is a high number, but he asked if three million dollars really was the number to fix Pine Street. He remembers discussing it during the Master Plan process, but he thought it was going to be around one million; three million dollars made him sit up in his chair. **CM Minner** answered that currently we do not have the engineer's estimate, but staff thinks it may be in the ballpark of two million dollars. Back when we did the Downtown Master Plan in 2018, there was a lot of work put into that and we received a lot of public feedback, which included the Partnership, Chamber of Commerce and different downtown groups. LPG put all that information together for us and we came up with a number of projects. There was the Pine Street concept, the Market Street concept was another as far as streets go. Then we broke it down into smaller projects, like pocket parks in the downtown area and trails. We also talked about the gateways, the Third Street gateway and the gateway located at Canal Street and Dixie Avenue, which we voted to pass on. For the budget price, we are looking at two to three million dollars for construction and engineering. If you want to move forward with the project, then you should approve this. That would be the next step. We are currently finishing up a concept on this now and that concept is about 80% complete. Before making a presentation to the Commission on this publicly, he thought this was the next correct step. Then he would go back to the interest group meeting to get more feedback before the next Commission meeting prior to the review. He does not think anything is out of sequence with paying for the contract. We negotiated the best price we could with CPH, Inc.; it is not crazy high, and this has been deemed an important project. He added that this came from the master plan and it is a project the community envisioned and directed. We also have to remember the safety and economic development aspects of this project. Remember the terminus of this project is from Lake Street to Canal Street. On Lake Street, a big stakeholder of this is the hospital and they want to make sure improvements are made to Pine Street because there is a lot of traffic in front of the hospital with pedestrians. They are looking at raised tables and the concept of a roundabout at Rambo Street and Pine Street for traffic calming. Moving back into the commercial corridor of Pine Street towards Canal Street, we get into the commercial and the poolside aspect of this, so this project fits into the scope of the improvements we are making to the area. Frankly, this is a blessing because when we put together the Downtown Master Plan his overall concern was how we were going to fund these projects. With the Pine Street and Market Street concepts being the big animals in this design and with the American Recover Act monies, Pine Street fits really well. Plus, we will accomplish one of the major goals of the Master Plan and we can use federal dollars to complete it. In turn, that will help us tackle other projects in the Master Plan that do not qualify for the American Recovery Act monies. Now, why should we use American Recovery Act monies on this? Well, the components fit nicely into what the funds are supposed to be used for. First, it is a stormwater improvement project, it is a project that benefits those affected most by Covid and the most important piece is that it is a minority community. That is a big part of the American Recovery Act. We have businesses in that corridor that have been affected by Covid and this would reinvigorate that corridor and help the system. There is almost a catch-all in the American Recovery Act for money spent on a census track where there is a majority minority population. So, for those reasons, these pieces fit nicely together. He appreciates Commissioner Connell's concerns about other projects, but this project is a little bit of a carryover from previous Commissions. It is one that he believes should be knocked off the books. This is a place that we need and want to invest in to improve on blight and other conditions. We need to make it safer because Pine Street is a historic corridor. We have also invested significantly there with the new pool. **Commissioner Pederson** added, with the price, he was not going to grumble anymore. In the master plan, Market Street and Pine Street were his priorities along with the Commission's priority. Now with the pool there, we have to fix that road. **CM Minner** said that is another part of this project. He does not think it was written in stone when we chose the Pine Street site for the pool, but there was the concept of reinvesting in Pine Street and improving that corridor. Again, he understands where Commissioner Connell is coming from, but there has been a shift in the Commission from when this was first discussed in regards to the pool project. **Mayor Christian** pointed out that for some people, they have been waiting twenty-five to thirty years. He appreciates Commissioner Connell's comments, but just from the residents' perspective of Pine Street and with the pool being there. Those residents who have been business owners in the PIne Street area have been waiting for this project for thirty plus years. Even before 1997, this community has seen many other city projects leapfrog this downtown area. He thinks the City Manager said something that was key, that we should not miss when it comes to the master plan, and that was how we are going to fund these projects. We could make all the plans we want, but we need to know how we are going to pay for them. How do we handle the other projects and how they fit into the funding mechanism of the American Recovery Act? He does not know any other projects from the master plan that could be funded by American Recovery Act monies. This is almost a nobrainer when you think about the master plan and the swimming pool and we can pay for it with federal funds. This is a winner for Pine Street, plus this is something the community has been waiting for, for many years, and it is way overdue. He does not think there is another road or wastewater project that could trump this project, plus be eligible for funding by these federal dollars. **Commissioner Connell** wanted to make it clear that he was not completely opposed to this project. His point was that three million dollars is a lot of money to spend on one single road; especially a road that he is not sure has enough traffic to warrant that. As far as the pool goes, he would suspect that most people would access it from Canal Street to the intersection of Dixie Avenue. With the traffic concerns for LRMC, he is sure those could be addressed with speedbumps if they are concerned with speed running through that area. He lastly questioned the City Manager about the master plan, are we required to comply with the master plan as it was already approved or can it be deviated from. **CM Minner** responded the commission could certainly deviate from the master plan because the master plan is just that, a plan. It was previously adopted by this body, but this commission does change and so do our goals, so we can deviate from that. However, the immediate part of the question was why this project was chosen. That was because in previous years we put together this master plan and we went to the shelf and pulled this one to be funded. As far as recovery monies go and where we should spend the money, we will have another discussion on that later tonight. There are other projects that will become a legislative priority on where the commission wants to go, but we do put forth the recommendations and you should not feel bound by the master plan. The master plan is a guide and that is why this project landed before you. **Commissioner Connell** stated that he would personally like to see some alternative projects so he could weigh them out. He would like to get the most bang for the buck with three million dollars before approving to spend that kind of money. We could have a list of which projects qualify for the American Recovery Act money. **Commissioner Burry** pointed out that we have already spent an awful lot of money to put a jewel on that road with the swimming pool. We need to upgrade Pine Street and if this is the amount of money we need to spend, then we need to spend it. **Commissioner Robuck** said he felt this was a good project, but he does understand where Commissioner Connell is concerned. If we were to just weigh this out from an ROI perspective compared to some other projects that we do, the return is not great given the traffic concerns and the lower number of people that will be impacted. As a commission in the past, we have done a good job moving forward to balance out projects and cleanup areas where we have not invested in over time, even if it is not the best project from an investment standpoint, while making sure to prioritize the ones that do bring economic development. When looking at what we have spent on Main Street, Venetian Gardens, Dixie and 441 with the landscaping, along with FDOT at US-27, even though we cannot do anything with that currently until FDOT comes back with more information, we do have a good balance of projects. If every project we do looked like this one, he would have concerns. Our job is to mixup the projects as we are spending money, so on that note, he is in support of this project. **Commissioner Pederson** inquired if this was going to include any archways or gateways. **CM Minner** replied this project includes road construction where the lanes will be narrowed for traffic calming. Then we have the sidewalks, landscaping, street lights, drainage improvements, roundabouts, some brick types with inbelishments in the intersection areas and onstreet parking.

**Randy Hepburn** stated he was born and raised in Leesburg, right on Pine Street, and he has seen this area at its worst. His mother and aunt both owned restaurants on Pine Street. If you remember, a few years back, the City of Leesburg and the hospital were both sued for discrimination and his mother was put out of business. The hospital and the City took the property on Pine Street. They came in and said they had to put in twenty thousand dollars worth of compression systems. No one could afford to do that back then. So his mom and aunt had to shut their businesses and that was their only way of living. His mom ran that business for over fifty years. Since then, he has not seen too much improvement on Pine Street, nor to this day, and he is now sixty-five years old. If you do not know much about the history of Pine Street, you can look him up and he will inform you of the history of Pine Street. He does not know anyone else in this room that was born and raised on Pine Street. It is very important to him to see this big improvement, because right now, there is nothing much down there. If the City went ahead and considered upgrading and beautifying that area, it would make a heck of a big difference. It would make a difference to him and it would make him feel good. He had to file a lawsuit and he got compensated for the lawsuit against the hospital and the City of Leesburg. He wanted to let everyone know a little bit about the history of Leesburg and we could not go wrong by beautifying Pine Street.

**Bettye Stevens-Coney** commented that she was not raised on Pine Street, but she was raised in Leesburg. She is from the era where Pine Street was considered the business district for our community. At one time, there were all sorts of businesses on Pine Street. Any business you can think of, except for a church. Our entire community is looking forward to the remaking and revitalization of Pine Street. We started with the Aquatic Center and we are looking forward to that. We are also looking forward to hundreds of people coming in as part of that and the revitalization of Pine Street. We were expecting to have one of the largest pools in the State of Florida right on Pine Street. As she was coming in, she asked Mr. Hepburn if he had all the names assembled of people who used to have businesses on Pine Street and he said yes. He also mentioned that he was collecting pictures of those businesses. Her stance tonight is to further drive the issue home for the revitalization of Pine Street. We need to make sure it is as attractive and as viable not only for the community, but for the State of Florida. That is our vision. Please continue in this forward vein of making PIne Street one of the most viable business districts in the State of Florida.

Mayor Christian stated that he had to abstain from voting on this matter.

The roll call vote was:

| | |
|---|---|
| Commissioner Robuck | Yes |
| Commissioner Burry | Yes |
| Commissioner Pederson | Yes |
| Commissioner Connell | No |
| Mayor Christian | Abstain |

Three yeas, one nay, one abstain, the Commission adopted the resolution.

**C. RESOLUTIONS:**

**1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Hanover 623 Holdings, LLC, for the purpose of setting forth the terms and conditions under which the City will provide Natural Gas Utility Service to the Development referred to as Eagle Tail Landing, Phase 1; and providing an effective date.**

**ADOPTED RESOLUTION 10,907**

**2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute such documents as are necessary to conform the City's depository account, maintained for the benefit of Florida Gas Utility, to the latest requirement for the amount of the deposit to be held in escrow; and providing an effective date.**

**ADOPTED RESOLUTION 10,908**

**3. Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between The School Board of Lake County, Florida, Hanover 623 Holdings, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date.**

**ADOPTED RESOLUTION 10,910**

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he pulled this item because we always hear from the people that when new developments come up about who will be paying for the schools and how the city does not have enough schools. This is how it works and this is a development that was previously approved. They have not even started construction yet. Before they can even start developing, they have to pay one-point six million dollars up front. In total, they have to pay four-point eight million dollars for school impact fees for a relatively small development. Then they are going to have ad valorem taxes forever and, in this development, that will be a couple of hundred thousand dollars a year.

The roll call vote was:

| | |
|---|---|
| Commissioner Burry | Yes |
| Commissioner Pederson | Yes |
| Commissioner Connell | Yes |
| Commissioner Robuck | Yes |
| Mayor Christian | Yes |

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

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

**A. SECOND READING OF ORDINANCES:**

**1. An Ordinance of the City of Leesburg, Florida, renaming Dunlin Street, being an existing street shown on the Plat of Lake Denham, Phase III, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, and lying in Section 03, Township 20 South, Range 24 East; and providing an effective date.**

**ADOPTED ORDINANCE 21-41**

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

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

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

The roll call vote was:

| | |
|---|---|
| Commissioner Pederson | Yes |
| Commissioner Connell | Yes |
| Commissioner Robuck | Yes |
| Commissioner Burry | Yes |
| Mayor Christian | Yes |

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

**B. FIRST READING OF ORDINANCES:**

**1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1,088 +/- acres; and being generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, lying in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Whispering Hills/ Marsan).**

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

Mayor Christian requested comments from the Commission and the audience.

**Reginal Thomas**, stated he resides in Howey in the Hills. He was a realtor for twenty years, amongst other things. One thing he wanted to state, especially to his neighbors, is that you have to realize there is a direct correlation between the value of your property and schools. We discovered at a previous meeting that if this subdivision goes through we will end up with schools that are overcrowded. We need to understand that we are doing a disservice to the community when our schools are not up to par. If you go to the website, gradeschools.org, it shows that all three schools, the elementary school, the middle school and the high school perform at two out of ten. That is absolutely ridiculous and he does not have any school-aged kids anymore. He has grandchildren now and they do not live in Florida. We need to fix the schools first before we start annexing properties all over the place and making Leesburg as big as possible as far from the center of town. He would have very little to say if this was a fifty-five plus community, because we would not be dealing with schools. You are cheating people. People buying in those subdivisions are going to be cheated because you cannot provide the proper services at the schools.

**Tara Tedrow**, of Lowndes Law, Orlando, stated she was here on behalf of the applicant. She presented a presentation to cover all three items on the agenda, which consolidates all items to save everyone time. The proposed development is Whispering Hills and is approximately one thousand and eighty-eight acres. It is a mixed-used development consisting of two thousand nine hundred and forty-two residential units, which will not exceed two point seven dwelling units an acre. They have a forty-four acre allotment for the town center. They have four hundred and fifty one thousand square feet of retail uses which are slotted to be neighborhood commercial style retail compatible with the area, while providing the needed amenities to the residents that would be out there. In the commercial areas, twenty percent has to be allocated for open space. Three acres are dedicated to the City for support services and those three acres of dedicated land can be used by the City however they see fit. Under the PUD, the rezoning sets forth very specific development standards, one of which is a minimum of thirty five percent of the entire project has to be open space. This project spans to the east of US-27 with direct connectivity on to US-27. The surrounding area of this potential development is interesting because to the west there is a significant amount of build out of single-family subdivisions. The problem with the pattern of development today is that we have subdivision after subdivision and none of which has any connectivity. None of them have any cohesive plan and they really do not go really well together. However, we allow people to develop those types of subdivisions all over the state and they do make sense in a lot of areas. For the most efficient utilization of services and to prevent urban sprawl in its finest form, this is the exact type of development that allows us to have master control over a large piece of property. This property was not assembled by going to hundreds of owners. There are two owners that they are currently under contract with. One of the property owners owns one thousand and fifteen acres, so this is certainly a prime piece of property that is being looked at. As to what the future of Leesburg is going to look like, you can see on the westside of US-27 there is a significant amount of residential density with not much support outside of a very small area off US-27 in the county that is commercially zoned. They have an Econolodge and a small strip center with a car wash. To the north of the subject property there are more significant amounts of residential density that already exist.

They are requesting a recommendation of approval consistent with their professional staff and the Planning Commission for the annexation, comprehensive plan as well as the rezoning. The Planning Commission's recommendation of approval came on July 22nd, then on July 30th they held a zoom meeting at the request of some residents. On July 31st, the developer went out and walked some sites with residents who asked them to come out to their properties. In August, they had another voluntary community meeting where they met with residents and showed them updated plans. They have had ongoing communications and they spent a few hours yesterday on the phone with individuals who have expressed concerns. She has made herself available to her clients by phone and email and to anybody who has reached out. They even had an additional meeting onsite with residents who border the property to walk the backyard and look from their vantage point and we could see where things could look a bit different on this piece of property. They discussed the possible change in setbacks or the house configuration to accommodate some of those concerns. There has been a lot of outreach and we have welcomed all of those, and for those who have not spoken to us yet, they would like to continue that dialogue. There is time between the first and second reading for us to continue these plans if we are able to do so. This type of ongoing communication has allowed us to further refine our plans. We have gone through multiple reiterations of those plans all directly responding to issues brought up by the residents who have reached out to us.

In terms of the process, they are in the land use phase for entitlements. They are requesting permission for certain uses and corresponding development standards. We had our Planning Commission hearing, which was to provide a recommendation on the project. We are now having our first reading and then that will be transmitted to the Department of Economic Opportunity. Given the size and scope of this project, there will probably be a sixty-day turnaround, but there is a ten-day business period after tonight to transmit it. Then it comes back and it has to be scheduled for final reading. She assumed we would be looking at atleast ninety days between the first and second reading. She asked if any residents that have not reached out yet do so that way, they have time to respond. Plus, it will allow them time to make any substantial changes in response to things they may hear.

Should they receive approval at the second reading, that is when we get into the detailed site study and engineering work phase. At one of our community meetings, we were asked very specific questions about drainage and where exactly certain utility lines would go and why could we not show where every house would be on the property. The reason is simple, because that is not required in the entitlement phase. That is when you have conceptual PUD plans. We have spent about seven figures already just getting to this point. After the second reading, we will have spent another seven figures just on the studies for the size of this project. That is not saying we are asking for sympathy or kudos for that amount of money, that is just what it takes to do a good development project. At that point is when we do the detailed site analysis and figure out all the very hyper-specific questions and answers on drainage and lot layouts and what is even developable. We have to figure out what the soils are and what they will support. We have to figure out where the golf course should go. They have to decide which locations they should put houses versus where they showed them in the initial concept plan. For those tonight that want more detail, that detail does not come at this phase of entitlements. However, we have tried to give as much detail as we have available.

When it comes to PUD development standards, we were given the PUD by the City staff prior to the Planning Commission hearing. We had no input on it and she says that, so everyone understands that the PUD was not written by the applicant. The development team did not modify it before it was put out publicly and received by the residents. The development standards were created by staff. They were specifically curated to come up with what they believe to be the most consistent and compatible developments given the area that we are in, the types of projects that Leesburg wants to see in future, and they set the bar high. There are multiple phases of the project. The plan is that it will be built in multiple phases over time. We have a commercial development track summary, which shows different tracks throughout the project. It would total up to four hundred and fifty-one thousand square feet over about forty-three acres of the one thousand and eighty-eight acres. With the C-3 zoning standards, that would allow us to do other things on the site. We have a minimum of twenty percent for open space. We have very specific architectural standards that we would have to abide by in terms of residential units. The initial PUD allows for up to two thousand nine hundred and forty-two residential units over the entire site of the project. That equals out to about two-point seven dwelling units per acre at the end of the day. They have gone back and revised their conceptual plan. Since then, they have received some questions as to why they cannot tell them the exact density they are going to build at the end of the day. Quite frankly, it is because they won't know until they are able to get out there and do the detailed site work. Once they deduct the amount of space needed for the setbacks, landscaping, buffers, open space, wetlands, conservation areas, stormwater ponds, lot size minimums, streets, sidewalks, utilities, amenity areas, golf courses and equestrian trails, all of that just eats away at the amount of space we physically have to put a home on the project site. They will not know what that is going to look like until the end, but they were able to receive the support of staff and the Planning Commission for that with the maximum density that is permitted if it could even fit. When this was first submitted, the entire project had fifth and sixty foot lots. However, in response to the residents' requests, they changed some of the lots to multi-acres, rather than having them all fifty and sixty-foot lots.

Referring to a slide, she showed where the yellow areas would be the highest density and the areas in the blue would be one to two acre lots. Some areas have ten to fifteen thousand square foot lots and then a hundred plus foot lots as well. The red would be the Town Center and the supportive commercial area. In terms of residential development standards, they are required under the PUD to have an architectural diversity with the maximum two-story building height and a minimum two-car garage. There are some minimal setbacks depending on the building footprints that are actually established for different sized lots. There are residential architectural standards that city staff decide upon in terms of what they would need to build and how the end product needs to look for residential density along with how they need to have a variation in those architectural styles. This is not a cookie-cutter community where every single home will look exactly the same and you can barely find your own house without GPS. This development is going to be very different. It is going to have architectural diversity in a standout community. It is going to be incredibly impressive as well as being a legacy project for the City.

Landscaping will go all along the perimeter of our property anywhere they are next to someone's home who is not part of this PUD. We are required to have a minimum 50 foot-wide buffer to any adjacent property. We would need to have atleast a 50-foot buffer with plantings. They also intended to have an equasterian trail along the entire perimeter of the property. There would not be plantings directly adjacent to the surrounding properties. There would also be two canopy trees every one hundred linear feet, but you would also have an equasterian trail. On the other side of that equasterian trail, we would have additional tree plantings to provide a separation between the lots so there would be some significant buffers from those existing residents. They also changed some of the lot sizes significantly from fifty feet up to multi-acres for some of the residents who directly responded to their concerns. The landscaping has to meet with Waterwise and Florida Friendly Landscaping requirements. They have to have a 50 foot additional separation from any wetland jurisdictional boundary with landscaping per code and there are very specific requirements written in the PUD.

In terms of roadways, the major access is from US-27 with a boulevard-type access along with a roundabout. Sidewalks provide cross connections to all residential and recreational areas. Golf cart paths and parking for golf carts will be on the main boulevards. There will be golf cart paths inside the residential neighborhoods, with some parking in those public areas to accommodate those who would rather travel by golf cart internally in the project rather than by vehicle. The City also will not be responsible for the maintaining or repairing the roadways. They will not be handing these roadways off to the city to pay for them. It will be the responsibility of the developer and eventually the creation of the HOA to care for them.
With recreational requirements, there is a minimum of thirteen point five acres of recreational space. This plan offers significantly more recreational acreage than that, but that amount is just what the PUD states. For the residents who may want to live here in the future, they are not going to build homes and never leave them with no amenities. They are required to build amenities during different phases of the project. They have to have amenities in place before they can pull a certificate of occupancy on a certain number of homes. A certain number of amenities have to be developed before they can continue building, so that the residents can have those amenities to enjoy. Those required amenities include a golf course, two equestrian centers, a swimming pool with a club house, a playground, trails and other activities like a ball field. The required golf course and equestrian areas are not used to compute the required recreational acreage. When she says thirteen point five acres, that does not capture how much they actually have there. That is just the minimum for other parts of the recreational area, but the golf course and the equestrian center are in addition to that.

When it came to traffic analysis, they had their traffic engineer answer specific questions. Referring to a slide, she showed how far they had to go out to study when it comes to studying traffic impacts of a project. Those requirements are not dictated by a developer. They are dictated in the study and methodologies utilized come from the Lake Sumter MPO. The City and the County review it along with Lake Sumter MPO, then they provide input and comments which tell them the type of improvements they need to make in order to mitigate any impact of the project. Referring to the slide, she showed where the roads would be four lanes on the interior and merge into two lanes on the exterior. One thing she noted is that they kept a lot of the two-lane roads in question on the outside of their project. They are not intending to impact those at all, like Number 2 Road and Dewey Robbins. They were asked to take their main entrances off of those roads and they did. The first conceptual plan they had was going to put all the project traffic on Number 2 Road. Then they were told by residents that they did not want us to put cars out there. They asked us to come drive those roads to see and understand the impact that could have. Now, that access point has been taken away. It would only be used as an allowable emergency access for emergency vehicles, which would be very infrequent. We also conceptually show a two-lane road going onto US-27 but they have to get permission from adjacent property owners for that access. Her client has offered to pay the upfront costs to build the infrastructure on that property that has been approved. They are willing to fund the costs to get access to US-27 if they are able to negotiate that. There are also some existing right of ways that are not platted on Windmill Road now that they may be able to work with the County, but that is an ongoing conversation. There is a long list of changes that need to be made by the Lake County Public Works, but those are all based on Number 2 Road being the main access point, so they are unsure if those will even apply now. They still have to go through the process of updating the traffic studies after tonight and they need to have a detailed discussion with City staff. Then they would be able to come back and provide a better understanding of the total figure of what they would pay for. They are estimating about twenty to thirty million dollars for roadway improvements that need to be done internally and externally for this project. Then they still have to figure out the Windmill connection point because it is adjacent to the property. They are going to work hard with staff and other property owners to try and work that out.

When the original concept plan was submitted there were very small lot lines throughout the entirety of the project; City staff and the Planning Commission provided a recommendation of approval based on that. However, we did change our plan. Not because we received pushback from the City. We changed it because we wanted to accommodate the concerns of the surrounding residents who were willing to engage and discuss their concerns with us. The revised concept plan does show the layout of areas where we were able to change some lot lines in the easier areas. It also shows where they conceptually plotted some of the recreational areas to show where they would put the pool, petting zoo, pickleball court, waterpark area, community garden, farmers market, two equestrian centers, the golf course, tennis courts and dog parks. Those are all the amenities that they are going to put throughout the entirety of the project.
Referring to another rendering, she showed where the trails would be laid out. The pink lines should be where the equestrian trails would be and the blue lines showed where the 8-foot-wide golf cart paths would go. These could be used for jogging and exercise. They are multi-use paths that provide connectivity throughout the entire community. That would be a huge amenity and draw for their residents. Of course, those equestrian trails would have to be adequately sized for horses to be able to pass each other. They would be looking at about ten feet in width for those trails. In parcel M, they had four hundred and eighty eight lots, but the surrounding residents asked them to please not do that, so they took it from four hundred and eighty eight lots to just forty-one lots. In about ten years of her career she has never had a client willing to do that ever. Area L is another one that had two hundred and twenty five lots and the developer reduced it down to thirty lots. They reduced it to a hundred and ninety-seven homes in direct response to those neighbors that live directly next to those lots. They met with some residents that live next to this area today at their homes and talked through some things they could do to help them feel 100% certain about supporting this project.

In terms of voluntary plan changes, they are requesting approval even though at second reading they will be bringing back the changes as proposed and they will be incorporated into the PUD. They do not want anyone to think they are giving empty promises that are not going to actually end up in the PUD. There is a list of additional prohibited uses that will not be allowed, like discount dollar stores, consignment shops, pawn shops, smoke shops and junk/scrap yards, landfills, or slaughterhouses. She heard some things being raised and she wanted to immediately put them on the no-list so everyone would know these are things they are not including as part of this project. They will update figure three of the PUD to make sure the larger lots are reflected because those still show as fifty and sixty foot lots.

In Section 14(C), at the last planning commission hearing, a commissioner very specifically said that three acres was great for the city, but what are you going to give to the school board? They had not been asked to give anything to the school board, so she said they would give five acres to the school board. Then the school board asked if they could make it fifteen acres and they said yes. They have only had very preliminary conversations. It has not gone before the school board and no site has been selected. It is just as the developer says, if they would like to put up a new school they are willing to give up the property. They put language in to say they could have property near a specific area, so their client could dedicate that to the school board.

Section 20(E), they were told by some people that they did not want any more twenty-seven-hole golf courses, so they reduced it down to nine-holes instead of the twenty-seven that was initially proposed. They were also told that golf courses could be bad for the environment, so she went and researched the best management practice certificates you could get for a golf course. It is apparently the Audubon Cooperative Sanctuary Program for golf courses or an equivalent organization. As a certified Audubon Cooperative Sanctuary based on their environmental management practices for golf courses, that will be another standard imposed upon them to achieve. If you do not know what the ACSP is, they help golf courses with key environmental components like environmental planning, wildlife and habitat management, chemical use reduction and safety, water conservation, water quality management and outreach and education. If you are designated as one of these sanctuaries, you have met with one of their environmental management teams and you have met their standards in all six of the key areas and achieving that certificate means that we are able to reach high levels of environmental protection on our golf course. We would have to develop and implement an environmental management plan, document the results, host a site visit, go through quite a few steps and then go through recertification for as long as that golf course remains in place. There is a provision with wall buffers and they saw that the buffers were pretty robust. If that is what the city wants them to do, they will do it. She thought they may butt up to some residents who may not want a wall. They may want a split rail fence instead, or maybe they would like a split rail fence and more canopy trees rather than a solid wall. She would like to ask staff if they could give some flexibility to the adjacent property owners who provide a written affidavit that states they are okay with something other than a six-foot wall. She would like to be able to have the flexibility to do that without fully amending the PUD to accommodate a neighbors concern. At a community meeting, she heard some concerns about lighting and residents said they love that they can see the stars at night. It is something that they think the new residents would love to see as well. There are some minimum standards under Section 21 of the PUD that are for the dark sky, which includes a lot of different levels of lighting standards. When we say dark sky, we can have a pretty bright sky under the dark sky. She put a very specific section in the PUD that proposes they utilize dark sky and that they designate a design based on lighting zones throughout the development. They would implement the lighting zone standards from the International Dark Sky Association in order to protect the area. You will need to use the two lowest lighting zones and those are LZ1 and LZ2. They are low ambient and moderate ambient and they will be placed where they specifically say lighting is used for safety and convenience, but it does not have to be continuous or uniform. It will not adversely affect flora and fauna or disturb the character of the area. Areas where human activity is moderate or light, they will try to design it very specifically throughout the project so you do not feel like you have parking lot lighting right next to you. City staff would review and approve the lighting plans based on standards and safety considerations. That is why they were put in as an additional proposed condition in the PUD.

In summary, they removed the main entrance from Number 2 Road. They agreed not to transition that to Dewey Robbins. They are looking to gain access across other roadways directly onto US-27. They have offered to pay for the upfront costs for the construction to gain that access. They volunteered to donate land to the school board if needed. They agreed to reduce the required minimum number of golf course holes from twenty-seven to nine and they will strive for that certificate that she described. They added a community garden, a petting zoo, a second equestrian facility, a pickleball court and some more recreational facilities which include a farmer's market component to increase the open green space. They increased the lot sizes buffering certain existing residential properties from fifty and seventy feet up to multiple acre lots. They agreed to increase vegetation buffers significantly next to adjacent properties. They enhanced the dark sky standards to protect against light pollution. When it comes to GMP and code policies, a lot of residents have brought up the RPA. When we talk about RPA policies, they are not under the City of Leesburg. When we look at RPA policies, there are some standards they specifically numerate, such as two-lane county roads, and the analyst shows that they would keep those county roads two lanes within the RPA, so they are not modifying that. The RPA calls for the maximization of buffers and openspaces to provide opportunities for passive recreation and this plan and PUD are maximizing those. It further talks about the protection of common openspace perpetuity by easement plat or other similar recordings. The PUD already states that if there are wetlands on this site they have to be protected and we would have to dedicate those through conservation easements. When it comes to maintaining, enhancing and protecting the wildlife, we hired Motica to do the initial wildlife surveys so they could come up with a wildlife management plan to provide for significant open space and maximization that buffers and protects other areas to accommodate wildlife. The RPA talks about minimization and alteration of terrain. Her client does not intend to come out and mass grade this property. This is a beautiful area and they want to preserve the natural beauty and the terrain of their site to the greatest extent possible. They want to allow people to take advantage of how beautiful this property is. They want to use the native landscaping as much as possible as required under the RPA and their PUD. The landscaping also needs to meet the Waterwise and Florida Friendly Landscaping requirements. Even though it is not specifically referenced in the PUD or in the city code, those are things that this project is doing. When it comes to GMP and code policies, the project would add residential and non-residential features to the city to further the vision of GMP, including a diverse array of housing options, single and multi-family, which will vary in price and size. They will have complimentary retail uses strategically located within the development. They will have significant acreage for recreation and openspace. They will include some age-restricted components, and they will show an ALF on this property. They include an amenitized lake and water features. The city's policy is about providing opportunities for diverse residential areas. We want efficient use of developable land and this is a great example of efficient use of developable land. In a way, it does not have all the lots crammed into the highest absolute density possible. Instead, they incorporated this master-planned community into something where you would have quality control in a comprehensive approach to allow for future smart growth. They met all comprehensive plan policies regarding mixed-use developments, which were encouraged by the city, with appropriate buffers for compatibility as outlined in the PUD. To ensure that the population density and employment patterns are consistent, one great thing about principal planning and "live, work, play" is that people should not have to be auto-dependent to do everything. You should not have to get into a car to enjoy everything outside the physical walls of your home. They hope to develop communities where people will be able to take a golf cart to go get lunch or to run to the local pharmacy or retail store. She hopes that those complimentary uses will be incorporated within all developments of this magnitude and the comprehensive plan does encourage it.

They have met the rezoning criteria, specifically proper utilization in terms of drainage and providing transportation networks. Those will be needed and completed within a reasonable period of time as required under the PUD. They are allowing for something that is going to be orderly and sustainable over time. There will be quite a bit of growth in the future as well. If you look at population projections, the amount of growth coming into this area over the next five to ten years is going to be tremendous. If it was not us, it would be someone else trying to come in and develop because people want to live in the City of Leesburg. They have come up with a plan that meets the principles under the growth management plan. It is not a growth mitigation plan, it is not a growth prohibition plan, it is a growth management plan. They have done it very effectively and they have the support of both the professional staff and the Planning Commission. They are designing it to ensure appropriate buffering and setbacks to absorb a significant portion of future growth. It will provide for comprehensive development of large areas and propose a diverse mix of uses in accordance with the GMP. She provided a brief video of the proposed development for everyone to watch.

**Mayor Christian** asked if the changes being proposed to the PUD are those consistent with moving forward. **CA Morrison** answered that all the changes are reductions to density and increases in lot sizes. If they had increased density or made it more intense, then they would have to go back. By reducing the intensity of the development, it does not require another review by the Planning Commission.

**Commissioner Robuck** stated before the second reading he would like to see a cap on the maximum number of age restrictions and a percentage of the total lots. **Ms. Tedrow** asked for a little more clarification. **Commissioner Robuck** said for clarity he wants the maximum percentage of age restricted development that will be incorporated in the annexation agreement. **Ms. Tedrow** answered that they had shown there were two hundred and fifty for the ALF unit allocation. **Commissioner Robuck** answered that he is okay with that if that is the intent, but he wants that written into the PUD as the maximum along with the annexation agreement that it can never be more than that. **Ms. Tedrow** replied they were going to make age targets in some areas, but they knew two hundred and fifty was the absolute number of age restricted. **Commissioner Robuck** added that with the golf course there is a minimum of nine holes, but anything beyond that, he would want a provision where you cannot use the City's CUP for watering the golf course. You would have to find your own reuse or get your own CUP. He would also like to see more specifics on the equestrian facility before the second reading with respect to how many stalls and what exactly is going to be built there, so we do not have a ten acre fence piece of grass and call it an equestrian facility. **Ms. Tedrow** replied that there is a facility already on the property, but they will get more information on that. **Commissioner Pederson** commented that it was nice to see a master-planned community that was not targeting strictly retirees.

**Mayor Christian** asked if there were anymore public comments.

**Terry Blessing**, Blue Sink Road, located off of Number 2 Road, stated she has to travel Number 2 Road every day to get to Bushnell, where she works. Some people say she could take alternative routes, that she could go down Bloomfield, but if anyone has ever been down Bloomfield it is worse than Number 2 Road. She is embarking on something very difficult with trying to protect and maintain the integrity of this area. She is doing this by herself with only the love and support of her neighbors and family. For this reason, she thanked the Marsan Group for taking the main access off of Number 2 Road. She has been to multiple groups and they are very willing and open to discuss any issues. They have an understanding of the necessary safety concerns. Their concern with the preservation of trees and the lifestyle is absolutely excellent. She wished they could see more of that from other developers. She feels that they did their due dilegences and she does not know where the traffic engineer is, but she is wonderful too. She diligently worked to look at Number 2 Road and she said we cannot put access there. She also said it is the responsibility of this commission to ensure that the developers are presenting accurate information and if not, even though she does not get to vote for them, she knows there are a lot of other people that neighbor her community and they value what they do. She thanked the commission and the city. She believes this developer is willing to work with all residents. She encouraged anyone who has issues to reach out to them.

**Debra Shelley**, East Dewey Robbins Road, said she is also with the Citizens for the Preservation of Rural Areas. She wanted to thank Ms. Tedrow and Mr. Marsan for their willingness to work with the community. She certainly appreciates the changes they have made thusfar to delineating some of the trails and the other things that were asked for. With density, it is still showing a concern and that is a big issue. This is a rural protection area and she sees that they have changed the two areas from four hundred and eighty eight to forty one and another area from two hundred and twenty five to thirty. She thinks if that could be done in some of the other areas, that would help the residents understand what the actual density might be. However, it looks like you are still asking for the maximum entitlement of two thousand nine hundred units. You need to subtract that because you have subtracted homes in those two areas. The reason she is here this evening is because of the Interlocal Service Boundary Agreement (ISBA). The ISBA allows for annexations that are not contiguous or compact. You can create onclaves, but there is one section in the ISBA rules that says lands to be annexed must be urban in character, so she would submit that the rural protection area is not urban in character under the county rural protection area comprehensive plan. There are other policies that deal with preserving the rural protection area, protection of rural neighborhoods and rural lifestyles. She hopes they can continue the dialogue in the future to see what they can do to make this development more integrated with the rural community. She did provide written formal comments to the commission.

**Lee Graffins,** manager of Plantations at Leesburg, mentioned that he was working with Ms. Tedrow on reducing the golf course holes at their request. A lot of people may or may not know, but Plantations at Leesburg just bought the golf courses located on their property. They appreciate them making that adjustment so they can continue to be successful along with their sister communities in the area. We all know golf courses have become abundant and we are trying to get them back to the quality that they were without putting out too many golf courses. They were very nice about making that immediate decision to cut that down at their request. He has a very vocal community and the buzz on this project has been very low except for their support. His community and residents have been very happy hearing about all the adjustments that have been made. They are very excited to have those amenities come to this area. We are a little bit more rural than everybody and he understands they are not part of the City, but that does not mean we are not a good partner. The residents would love to see all those amenities that are close in proximity. He thanked everyone for taking this into consideration. As Ms. Tedrow said they are doing such a great job making this a whole master plan. He has been in the real estate market for twenty years all over Florida and there is nothing worse than just throwing communities everywhere. We need something master planned that will benefit everybody.

**Brian Greiser,** South Dewey Robbins Road, Howey in the Hills, stated he wanted to make reference to the rural protected area. It is a rural protected area and it does not seem like it is being protected by anybody, but the residents who live in these rural protected areas. He moved to Howey in the Hills because he wanted to get away from all the urban development. He grew up in a big city. He moved out here for work and everywhere he has been from Sarasota down to St. Cloud is all development. Why does all the land around here have to be developed? They talked in the presentation about maintaining the integrity of the rural community and the beauty of the rural community and he happened to think it looks beautiful just the way it is. What happens when the wildlife flees? He stated he made reference to this the last time he was here with another development. He talked about the goffer tortoises digging under houses. He had to personally deal with it when they built their house on the acreage they have. The last time they were here it only cost about twenty-five hundred per tortoise to relocate it to a different conservation site. Well, now it is five thousand dollars. He is doing a job right now where he cannot find a site that will take a goffer tortoise. He is sure that five thousand dollars will be passed on to the other people. With all the development going on, when you start to bulldoze and clear land out there, where will all the wildlife go? It is going to go to other peoples' lots. The people that are still living here will have to deal with it and we will have to look at all this development. The tortoises will go to their lots and once they start to burrow there and if they get under the foundation, it will weaken the structure of the house. With the cost of inflation and the stupid policies coming out of Washington, how many people have the extra money to pay for somebody to do this? Once you get a permit and you start building, they will start relocating and they may relocate to the back of their property. If they relocate and burrow under his house, by law he cannot move them again. It would be disturbing. He would like to know where these developers are going to move all this wildlife too and how it is going to affect all of them. The presentation shows they were going to maintain rural life. All he sees in the pictures are houses that will not be far from where he lives right now. When they said they were not building cookie cutter houses, all he saw was the same type of house that he would build in St. Cloud and that was basically a box with some trim on it. It is the same type of development that is going on US-27 with KB Homes, so when does it end? He knows we have a big population coming to Florida, but one reason people are coming in is because we have a nice way of life here. We are a low-tax state and most people coming in are fleeing other states that are a total train wreck right now. When you talk about traffic, it is nice that they took that entrance off of Number 2 Road and Dewey Robbins Road, but you cannot tell me that there is not going to be a traffic situation. He just sat there and listened to them talk about traffic situations on Pine Street in Leesburg and now you want to bring in three thousand more homes. With Dewey Robbins they were also talking about a Hodges Development with another four hundred homes and there are up-ding dozens more developments going on around here. You cannot tell me there is not going to be a traffic problem. Also, the first gentleman talked about schools and if we brought all these people in, we would have overcrowded schools. The kids are going to suffer. He is not for this development and with the presentation, he is not convinced. He will stand here and fight.

**Jeff Fraiser,** Turkey Lake Road, said he thought it was a good presentation, but hopes the developer does exactly what they say. With the rural protection area, how does developing the area actually protect the area? He does not know if anyone has looked at the rural protection code on the Lake County site. It refers to five to forty acre lots. It is not one or two acres for the largest. He thinks they have done a good job, but he has not had the pleasure of speaking with Ms. Tedrow. In the future, he would like the opportunity to discuss some of the issues, so maybe we could do more.

**Lori Howell,** Number 2 Road in Howey in the Hills said she had some unusual flooding at her property back in 2018. She spoke with Mr. Masey's ranch hands during that time and they told her that he also had some pretty bad flooding on his property which was up over the fence. Her concern is if there are already flooding issues on the property and they start moving dirt and water around, they are going to have problems with flooding on her property. If they are doing retention ponds and things like that in the development, it is going to create a problem with sinkholes like they have in The Villages. We could have sinkholes opening up like they do in the middle of 441. She talked to Ms. Tedrow about it earlier today and she is taking that into consideration. She wanted to thank them for all the concessions they had made so far. The fact is, when she moved to the property she bought, she bought it knowing it was in the rural protection area and it had to be five acres to every house. She finds it a little disturbing and, thank goodness, they have a developer that is willing to work with the community, because it is a little disturbing that they are looking out for them more than some of the elected officials are looking out for them. She feels like the developer is putting more into this than anyone else.

**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 1,088 +/- acres from Lake County Rural to City of Leesburg Neighborhood Mixed Use, for a property generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, as legally described in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Whispering Hills/ Marsan)**

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck questioned if this is the one that needs to be transmitted to the state. **CM Minner** replied yes.

Commissioner Robuck made a motion to transmit the comprehensive plan to the state and Commissioner Burry seconded the motion.

The roll call vote was:

| | |
|---|---|
| Commissioner Connell | Yes |
| Commissioner Robuck | Yes |
| Commissioner Burry | Yes |
| Commissioner Pederson | Yes |
| Mayor Christian | Yes |

Five yeas, no nays, the Commission approved the transmission of the comprehensive plan to the state.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1,088 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for mixed use development for a property generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, as legally described in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Whispering Hills/ Marsan)**

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

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

**C. NON-ROUTINE ITEMS:**

1. **Public Hearing for Fire Assessment Program**

Mayor Christian announced that this was a public hearing for the fire assessment.

2. **Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2021; approving the rate of assessment; approving the assessment roll; and providing for an effective date.**

**ADOPTED RESOLUTION 10,911**

Commissioner Robuck 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 Robuck seconded the motion.

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

The roll call vote was:
Commissioner Robuck Yes
Commissioner Burry Yes
Commissioner Pederson Yes
Commissioner Connell Yes
Mayor Christian Yes

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

**3. Resolution of the City Commission of the City of Leesburg, Florida, adopting the Language Access Plan for Limited English Proficiency Persons for the Rebuild Florida General Infrastructure Program Community Development Block Grant (CDBG) Disaster Mitigation Program and other Federally Funded Grant Programs to harden the City of Leesburg Griffin Road Facility; and providing an effective date.**

**ADOPTED RESOLUTION 10,912**

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

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

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

The roll call vote was:
Commissioner Burry Yes
Commissioner Pederson Yes
Commissioner Connell Yes
Commissioner Robuck Yes
Mayor Christian Yes

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

**4. Consider American Recovery Act Potential Projects**

CM Minner stated the purpose of this item is to solicit input from the Commission and to formalize how to spend the American Recovery Act funds when the City receives them. The City will be receiving approximately eleven-point eight-five million dollars. Staff spending recommendations would be four hundred thousand dollars to the Boys and Girls Club, which would cover operational revenue replacement and would assist the Boys and Girls Club to ensure they have a program for our youngsters in the community. They were significantly impacted by COVID. The second item would be the CDC; both West and the Leesburg CDC would receive seven hundred and fifty thousand dollars. The purpose of that is to make sure the funds get into the hands of those most affected by COVID. Those are non-profit organizations and he would ask the commission to enter into formal agreements with them to review the projects they pick in the future to ensure the projects picked qualify for the American Recovery Act.

Third, is a revenue replacement for the City of Leesburg. According to the federal government, the City of Leesburg had a revenue loss and as part of the American Recovery Program there is a formulatic approach. When we ran the numbers, the city was eligible for about a million dollars to recoup our "quote on quote" loss. If we took this money, it would free up city money to do various other projects and the recommendations. Thinking immediately, there could be the sports marketing contract with Alison Strange's group that could be paid from these funds. The Rails to Trails money that we discussed could be paid for with these funds and that leaves about half a million dollars. Another consideration could be to shift the money and give some funding where, instead of increasing the gas contribution for FY/22, we use cash. He would provide more details on that at Thursday's meeting.

Earlier this evening we talked about the Pine Street redevelopment project for two point four million dollars. Finally, with the wastewater treatment plant, as we move out of the increase, the rehab project will probably end up moving into a time where we need to expand the turnpike plant from 4.5MGD to 6MGD. That project is estimated at about thirty million dollars in costs. The utility expansion and improvement of the Recovery Act, that project would be eligible for those funds. So, at six point five million, not quite a third of that project could be covered and that would be extremely helpful to the general fund. Those projects total eleven point eight million dollars and there is about fifty-seven thousand dollars left which he would recommend they reserve to pay GSG. They contracted with them in a previous meeting to help with the paperwork and to work with administration and that contract is reimbursable with the Recovery Funds. All these projects line out the money and the money comes in two draws. We have yet to receive the first draw, which will be about half of that eleven point eight million dollars. In the spring we will look for the second draw and then, by 2025, all the funds have to be spent. We targeted these projects because the infrastructure portion of it helps us mitigate some of the costs and benefits the whole community. We replenish some of our costs on a citywide basis and we also use the funds to target those who were affected most by COVID. It is a well rounded approach and it gets the money out to the projects that help us the most and the folks that were affected the most. There is no formal requirement to have a spending plan. He just thought it would be a good idea to have this plan so we could formalize it and announce it to the public.

**Commissioner Connell** asked for the money to go to the West CDC and the Leesburg CDC on whatever projects they pick. Will they bring those projects back for review and approval or will they have sole discretion on how they spend that seven hundred and fifty thousand dollars? **CM Minner** replied that it could be setup any way we want. His recommendation would be that it be reviewed and a formal contract be put together. He does not think the CDC would have any issues with that. **Commissioner Connell** said he wanted to go on the record saying he was not against the Pine Street redevelopment project. Earlier he just wanted to see some other projects presented and to be afforded the opportunity to weigh them all against each other to see what was best beneficial to the City. With that said, he voted against it earlier and he would not be in approval of allocating two point four million dollars of this money towards this project without having some other projects to compare it to. **Commissioner Robuck** stated that with the Boys and Girls Club, he was okay with it, but he would like to see details as to why and how they lost revenue and where this would be going in their budget, because he would want to understand where the four hundred thousand dollars would be going. He echoed Commissioner Connell's comments on the CDC on having to bring the projects forward to the Commission for approval of where the money is being spent. **Commissioner Pederson** commented that he does not have any solutions or recommendations tonight, but he would like to see us find a way to spend the money more evenly throughout the city. With the turnpike wastewater facility, is that strictly The Villages or is that other retirement communities? **CM Minner** answered it would be for the Whispering Hills type of growth and those sort of expansions. He would go on the record and say the expansion up to 6MGD would also cover The Villages' growth. **Commissioner Pederson** said he would not mind seeing that number pulled back a little bit and maybe spent around the city. **Commissioner Burry** remarked that he is pretty good with the numbers. With the turnpike, he would spend more money there if we had it, but where would we take it away from? He thinks it is a pretty good number. **Mayor Christian** commented that Max Parker is in the audience and he represents the West CDC. He does not think there would be any problems because they have already provided a wish list on projects they would like to see done. With the East Leesburg CDC he can say there would be no issue with bringing the Commission a full report on what they plan to do and when they move forward on projects, but they have identified several projects that they feel would alleviate the city of a lot issues that we face within our Police Department and issues that we have seen. Some of the affordable housing rental units that we have gotten away with, like the Magnolia Street property, we still have people who are living in their properties illegally and we have to call the police department to come assist. They started remodeling nine apartments, and they have identified four more units in Carver Heights, which makes that thirteen affordable rental units plus twenty-three new jobs. Plus, on Pine Street we have a pool coming up, so this will accelerate the east Leesburg CDC and the remodeling of commercial buildings on Pine Street. He thinks what they have identified are ways to partner with the City to make our goals which are similar come to life.

**Dr. Erika Jasper** thanked the City Manager for the breakdown. She also thanked the federal government for giving eleven point eight million dollars to the City of Leesburg. It will make such a significant impact on our community and it is going to add money that we do not have to take out of the budget every year. She wanted to comment regarding the Pine Street renovation. She works at the hospital, UF Health, and she works at night. There are times that she has to take that street coming out of the hospital going to the parking garage to her car at night. She then had to drive down Pine Street to get home, so that would be an added plus not only the hospital and Pine Street, but to the City of Leesburg as a whole. Not only for safety precautions, but it would beautify that area. As mentioned, the pool is coming and it would be an added plus to spend that money. We do have those funds and it is a blessing that the American Recovery Act and the government have those funds. Also, the CDC west Leesburg and the Leesburg CDC, the Boys and Girls Club are an all around total blessing to our community. She thanked the city manager again for the breakdown, the commissioners and the federal government.

**Max Parker,** West Leesburg CDC President, thanked the commission for allowing them the opportunity to do what they do in West Leesburg. They have been partnering with the City and they have no problems submitting anything for approval. They have already submitted a list of things they would like to do.

**Candance Chapman**, West Leesburg CDC, thanked the staff for the recommendations and opportunity. For the list that President Parker was alluding to, that list was submitted. It would bring more safety to the area. It would provide avenues for people who want to come and live in the Carver Heights community. They have programs for residential curb appeal, which would change the lighting on streets like Stinson, Georgia, Waitman and Beecher Street. They know that Carver Heights has had crime in certain areas and revitalizing it and changing it would definitely bring added safety to the community. The commercial incubation program would be a program that they would bring before them for approval. With that money they are alluding to giving them, they would acquire and build property that would focus on approving temporary business locations for business owners. Business owners who have businesses that closed due to COVID-19 and other services to the community. The residential and commercial acquisition program specifically, there is a store that is renowned for drugs and crime in the Carver Heights community and that is one of their major projects where they are trying to acquire that property and change it into some form of a farmers' market where the community could come and use it as a positive outsource. It could be a place that brings in income and revenue for the community. The facade improvement grant would also aim to eliminate eyesores by updating the exteriors of the subject property and removing deterioration of properties such as Ms. Pauls located on Nebraska Street. These are some of the programs that they are thinking about using the seven hundred and fifty thousand dollars that they are alluding to give them. They are very grateful and thankful.

**Randy Hepburn**, Eastside CDC, said he would really like that money to come to the east, allocated to the east side of the CDC. The things that he had seen in that community as a kid and growing up, he knew they could use that money in that area. One of the things he personally knows is they had buildings down there, but he would like to open up a soul food restaurant so everyone could come down there who would like to get some good soul cooking. He would like to have it pleasant so that everybody would feel good. He remembers a few years ago when white folks would not even come on Pine Street and he would like to change that image. It is time to change these images and get down to business and be real. We are all people, so that money should come to them and we should not be allocated. We talk about putting money everywhere else. We need to put this money into our community. It is time to change, it is time to put money into this community. He knows there are a lot of things, but put some money that you have never put in our community that is why we are so far behind now.

**CM Minner** said he would bring this back along with other options to consider next month. They can put together a formal resolution that pinpoints where it will be going. **Commissioner Pederson** added that he does not want to fund it fully with these dollars, but could we allocate some funds towards Market Street, which is part of the master plan downtown. **CM Minner** stated potentially.

## 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 July 2021

No comments.

## 8. CITY ATTORNEY ITEMS:

CA Morrison had no comments to offer tonight.

## 9. CITY MANAGER ITEMS:

CM Minner wanted to remind everyone that on Thursday, September 16th, we have our first hearing on the budgets and the tentative millage public hearing which starts at 5:00 p.m. here at the Venetian Center.

## 10. ROLL CALL:

**Commissioner Pederson** had nothing.

**Commissioner Burry** had nothing.

**Commissioner Robuck** had nothing.

**Commissioner Connell** had nothing.

**Mayor Christian** stated that he wanted to go on the record with all the citizens of the City of Leesburg because tonight this commission made some very bold decision-making as it relates to Pine Street, very specifically, the Leesburg CDC's. Just like Mr. Hepburn was very vocal when talking about Pine Street and the history of Pine Street. Many people are not aware of or may not have read the Federal Consent Decree that was signed in 1997. It specifically talks about the gates to the City and things that the City is required to do, as well as the Hospital. On page six, it talks about the City's responsibilities to the CDC. When Al Minner became the City Manager of Leesburg after he got settled in, not as the Mayor of the Commission, but as the President of the Leesburg CDC, he did a phenomenal job sharing financial resources. Ken Thomas, worked with the CDC to implement, formulate and develop the CDC's plan as it states in the Federal Consent Decree. We have not seen or heard from any CDC boardmembers or members of the community. No one has come in to the City Commission beating on the table quoting anything from the Federal Consent Decree. The City Manager has done an admirable job with the recommendations and funding for both CDC's. It was bold and very courageous of him. He thanked the Commission for allowing him to make that recommendation because in years past this never would have happened. In the Federal Consent Decree, on page seven, it states if funds should become available that should support or fund CDC activities; the CDC could come in and request that. When we saw the seven million dollars from selling the land to The Villages, we could have asked for money, but the CDC did not do that. When these federal dollars came in, he went to approach the City manager and found out that this was already in the making. The City Manager had already made the formulation on how he thought the money should be spent to meet the federal guidelines. He wanted to personally say to the City Manager, as the Mayor of this City, and to set the tone for many other cities around this community, like Eustis, who is getting eleven-point million dollars, and the City of Wildwood, who got three-point six million dollars. There are communities that were not even thought about that are blighted and they have been looked over for years. The City of Leesburg and Pine Street have been looked over for many years. The Carver Heights area has been looked over for many years as far as financial improvements go. He has been on this Commission for about eighteen/nineteen years and everything that they have asked for in Carver Heights and East Leesburg has literally been a fight. From the community saying give us some funding, but we need this funding. He has seen other organizations come in here with just a piece of paper and some boardmembers and, without a second thought, they were given a million dollars. He wanted to commend this Commission and the City Manager for being bold by saying there is a need in our community and for putting this recommendation forward. He hopes this Commission really understands the impact of what we did tonight looking at blighted areas and being intentional that we want to change the conditions. We heard about it and we read about it in the newspapers. We also hear our Police Chief talk about it, but in order for us to make significant changes, it requires significant dollars. Tonight, he is proud to say, as a resident and the Mayor of Leesburg, that we did something bold to repair Pine Street. That road jogs and if you are not paying attention, you will literally hit the curb in front of the barbeque stand, and it has been like that for years. No one has said let's fix it, so to this Commission and this staff he commends fixing a problem that we have just become used to living with. The time is done for us saying we are going to just accept it. If we see something that needs to be changed, we change it and tonight we made a big bold effort. He told someone outside the Federal Consent Decree, this is one of the biggest moves the City of Lesburg has made for the African American community within the City of Leesburg. Again, he wanted to go on the record saying the teen center was great, the gym was great and the pool was great, but this has been a strategic and well-thought out plan for our city. He thanked everyone for even considering this. For the West Leesburg CDC, he knows they have been working on projects for a long time and with this infusion of cash it would accelerate the ideas and goals they have. With the Boys and Girls Club, we are a partner with them, so we do not just say here is some money, we hold people's feet to the fire. We have other non-profits that we give millions of dollars in revenue where maybe we could do the Rails to Trails. The trails came in asking for help, so now maybe we can give money to them. Now, we almost have a revenue source where we can actually do some trail developments in our City where we can continue to make our City move forward. Again, he commended the staff and the Commission on being forward thinkers, bold and bodacious, on making a great decision tonight. As we move forward, he looks forward to seeing great things happen throughout our entire City.

**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.**

The meeting adjourned at 7:20 p.m.

**AGENDA MINUTES**
**CITY COMMISSION SPECIAL MEETING**
**VENETIAN CENTER, 1 DOZIER COURT**
**THURSDAY, SEPTEMBER 16, 2021 5:30 PM**

## 1. CALL TO ORDER

The City of Leesburg Commission held a special meeting on Thursday, September 16, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Dan Robuck
Commissioner Mike Pederson
Mayor John Christian

Commissioner Jay Connell was absent. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, Budget Manager (BM) Brandy McDaniel, the news media, and others.

## INVOCATION

Mayor Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights / Montclair Area Community Redevelopment Agency meeting immediately prior to this meeting.

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

## 2. PUBLIC COMMENTS:

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

There were no public comments.

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

### A. Public Hearing on the Proposed millage and proposed budget for Fiscal Year 2021-22.

CM Minner mentioned he had a presentation if the commission would like to review the highlights again. Otherwise, the only material change he would like them to know is the additional five hundred thousand dollar gas transfer. When we started the budget, we had allocated the typical ten percent transfer from the gas fund, but there was a little bit of a connection with the goal to get the electric transfer down to six percent and they were running short of money. We were going to do a one-time grab of five hundred thousand dollars from the gas fund to the general fund. We were okay with that until the auditors started getting goofy about it. So, for the last month, we have been kicking around how to fix that and the two fixes we came up with were one, change the transfer policy and two, call it a loan. From the staff level, we decided against the transfer policy because five hundred thousand dollars would make the transfer almost eighteen percent and that was too big. As the gas system grows, we are going to have growth and that will start filling in that gap of that extra five hundred thousand dollars if we brought it over and that is why he felt comfortable recommending doing it in the first place. On the loan issue, that just became too tricky and cumbersome. At the end of the day we would end up writing off the loan, so that was too much of a smoke screen. Now, another way we could do it, since the federal government is giving us the Cares Act money and it looks like the City is going to be in a position to reimburse ourselves for the losses we incurred due to Covid and, based on the formulas that the federal government gave us, we should have a million dollars that will replenish those losses. That million dollars will go into the bank account to replenish our loss of a million dollars based on the formula, and we will spend it and bring cash back to the general fund. Since that will replenish what we lost, we will have money for the three hundred and twenty-five thousand dollars for the trails, a hundred thousand dollars for the sports marketing contract and the five hundred thousand dollars to substitute the transfer, so then that five hundred thousand dollars stays in the gas fund, which would give us money for another capital project. **Commissioner Robuck** wanted to clarify when we said the auditors had an issue with this. They only had an issue with it because we have a policy that says ten percent and this was eighteen percent. If our policy had said eighteen percent, then they would have been okay with it. It is not like we were doing anything sketchy. **CM Minner** stated he was spot on. We were trying to break our own rules.

**1. Announce the name of the taxing authority, the rolled back rate, and the millage rate to be levied.**

Budget Manager Brandy McDaniel stated the name of the taxing authority is the City of Leesburg, Florida and the proposed millage rate of 4.0192 is zero percent higher than the current year rollback rate of 4.0192. The millage rate to be levied is 4.0192 mills per one thousand.

**2. Discuss the proposed aggregate millage rate.**

BM McDaniel stated on July 12th the Commission approved the tentative millage rate of 4.0192 mills per one thousand or the rollback rate. This is a decrease from the prior fiscal year whereas the proposed budget was developed using 4.0192 mills per one thousand. Therefore, the tentative millage rate of 4.0192 mills per one thousand represents a zero percent increase from the current year rollback rate and this is not a tax increase under trim guidelines.

**3. Request comments from the public regarding the tentative budget.**

Mayor Christian asked if there were any public comments regarding the adoption of the tentative millage rate. There were none.

**4. Resolution of the City Commission of the City of Leesburg, Florida tentatively adopting 4.0192 mills as the Fiscal Year 2021-22 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 4.0192 which is 0.00% more than the current year rolled back rate; and providing an effective date.**

**ADOPTED RESOLUTION 10,913**

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

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

Mayor Christian requested comments from the Commission and the audience.

The roll call vote was:

| | |
|---|---|
| Commissioner Robuck | Yes |
| Commissioner Burry | Yes |
| Commissioner Pederson | Yes |
| Mayor Christian | Yes |

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

**5. Request comments from the public regarding adoption of the tentative 2021-22 budget.**

Mayor Christian requested comments from the public regarding the adoption of the tentative 2021-22 budget. There were none.

**6. Resolution tentatively adopting the Fiscal Year 2021-22 budget.**

**ADOPTED RESOLUTION 10,914**

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

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

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

The roll call vote was:

| | |
|---|---|
| Commissioner Burry | Yes |
| Commissioner Pederson | Yes |
| Commissioner Robuck | Yes |
| Mayor Christian | Yes |

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

**7. Announce the tentatively adopted millage rate.**

BM McDaniel said the tentatively adopted millage rate to be levied is 4.0192 mills per one thousand.

**8. Establish and publicly announce the date, time and place for the public hearing to finally adopt the millage rate and the Fiscal Year 2021-22 budget.**

BM McDaniel announced the date to finally adopt the millage rate and the Fiscal Year 2021-22 budget is scheduled for Monday, September 27, 2021 at 5:30 p.m. at the Venetian Center, 1 Dozier Court, Leesburg, Florida.

**4. ROLL CALL:**

**Commissioner Pederson** had nothing.

**Commissioner Burry** had nothing.

**Commissioner Robuck** thanked the department heads and the City Manager for all the details they put in the budgets. If you look at other cities' budgets, they do not have nearly the detail or information that Leesburg does. He really appreciates all the work that has been put into them and it is a big deal because, despite the challenges of Covid and the reduction of gas tax money, Leesburg is going with the rollback rate, lowering our tax rate, and lowering our electric rate. We are really trying to help the people out while still trying to grow the city.

**Mayor Christian** gave kudos to everything Commissioner Robuck said and to the department heads because he is sure they were beaten up pretty badly by the city manager before bringing us a good budget. He thanked them for working with the commission and the citizens during a rough year with Covid. He thanked the department heads and the staff who make sure our city continues to run effectively and efficiently. He was talking to a nurse who was really contemplating her loyalty; she had been with the local hospital almost twenty years. They are understaffed and she feels underpaid because other hospitals are paying more. He is sure our staff could probably say the same sentiments, but because of their loyalty to Leesburg, they stick around even though they may not be getting compensated as much as other people. He commended the staff because when they start looking at the budgets they may not realize when we start talking about spending three hundred thousand dollars for trails, they may be thinking they do not get paid that much, so he wanted to thank the city's staff for working hard and being loyal. He finalized his comments by thanking the city manager, the finance director and the budget manager because he is sure the numbers change all the time behind the scenes.

**5. 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.**

The meeting adjourned at 5:41 p.m.

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.B.1. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida awarding an Invitation for Bid and approving execution of a fixed unit price agreement for liquid sodium hypochlorite (Chlorine) for use by the City's water and wastewater utilities with Odyssey Manufacturing, Inc.; and providing an effective date. |

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**Staff Recommendation:**
Staff recommends awarding Invitation for Bid (IFB) 210241 to Odyssey Manufacturing Group and approval of the resolution authorizing execution of the Agreement for Fixed Unit Price Annual Requirements with Odyssey Manufacturing Group for Liquid Sodium Hypochlorite (chlorine).

**Analysis:**
Liquid Sodium Hypochlorite (12.5%) is a disinfectant used in the treatment of potable water and wastewater. There are approximately nine (9) locations that utilize Sodium Hypochlorite as the primary disinfectant: The Main Water Treatment Plant (WTP), Highlands Lake WTP, Airport WTP, Mall WTP, Plantation WTP, and Royal Highlands WTP as well as the Wastewater Reclamation Facilities such as Turnpike (2) and Canal Street.

**Procurement Analysis:**
The Procurement Division issued Invitation for Bid 210241 on August 17, 2021. On August 31, 2021, the City received two (2) bid responses. As indicated by the Summary of Bids, Odyssey submitted the most favorable unit price. Staff evaluated the bid submitted by Odyssey and deemed them to be the lowest responsive and responsible bidder. Odyssey Manufacturing produces liquid sodium hypochlorite at their facility. Odyssey holds the current contract with the city through September 30, 2021.

The contract details a fixed unit cost of $0.747 per gallon delivered to City sites. The agreement is a fixed unit price annual requirements agreement. The initial term of the agreement expires on September 30, 2024 and includes a provision for additional extension periods not to exceed an aggregate of three (3) additional years.

SUMMARY OF BIDS

| Bidder Name / Location | Estimated Annual Usage | Bid Unit Price | Estimated Annual Expense |
|---|---|---|---|
| Odyssey Manufacturing, Inc.<br>Tampa, Florida | 450,000 gallons | $0.747 per gallon | $336,150.00 |
| Allied Universal Corporation<br>Miami, Florida | 450,000 gallons | $0.98 per gallon | $441,000.00 |

The City's Local Vendor Preference was not a factor as neither bidder qualified as a local vendor.

**Options:**

1. Approve award of the Invitation for bid and approve the resolution authorizing execution of an Agreement with Odyssey Manufacturing, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The water and wastewater divisions of the Public Works Department budget for this expense each fiscal year. Expenses are incurred as deliveries are received and invoices paid.

**Submission Date and Time:** **9/22/2021 2:13:42 PM**

**RESOLUTION NO. ___________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AWARDING AN INVITATION FOR BID AND APPROVING EXECUTION OF A FIXED UNIT PRICE AGREEMENT FOR LIQUID SODIUM HYPOCHLORITE (CHLORINE) FOR USE BY THE CITY'S WATER AND WASTEWATER UTILITIES WITH ODYSSEY MANUFACTURING, 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 Odyssey Manufacturing, Inc. whose address is 1484 Massaro Blvd., Tampa, Florida 33619 to provide the City with Liquid Sodium Hypochlorite (Chlorine) for use by the City's water and wastewater utilities pursuant to Invitation for Bid 210241.

**THAT** all future expenditures for commodities (goods & services) ordered under this Agreement are approved provided the Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

**THAT** the Agreement effective date is October 1, 2021.

**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 27th day of September 2021.

________________________________
Mayor

ATTEST:

________________________
City Clerk

**FIXED UNIT PRICE**
**ANNUAL REQUIREMENTS AGREEMENT**

**THIS AGREEMENT** is made and becomes effective on the **1st** day of **October 2021**, between **THE CITY OF LEESBURG,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY,** whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

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

**1. Contract Documents.**

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

- **A.** This Agreement; and
- **B.** Solicitation Package for Invitation for Bid (IFB) 210241 – Liquid Sodium Hypochlorite; and
- **C.** The CONTRACTOR'S response to IFB 210241made electronically on August 27, 2021 at 12:57:24 PM.

**2. Commodity.**

The CONTRACTOR shall provide and deliver the following Product: **Liquid Sodium Hypochlorite 12.5%** as specified in accordance with **ATTACHMENT "A".** Nothing herein shall limit the CITY'S right to obtain this Product from other contractors.

**3. Firm Fixed Unit Price.**

The Unit Price for the Product provided under this Agreement will be fixed at **$0.747 per gallon delivered**. This Unit Price will be firm for the initial period of the Agreement.

The Unit Price for the Product will not exceed this amount unless the CITY has executed an Amendment to the Agreement approving an increase. Said price includes all labor, equipment, materials and delivery.

Increases will be requested by the CONTRACTOR as stipulated in the Cost Adjustment clause in this Agreement.

**4. Cost Adjustment.**

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

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

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

**5. Term and Termination.**

The initial term of this Agreement shall be from date of award through September 30, 2024, and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

**6. Termination for Convenience.**

The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

**7. Termination for Default.**

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the

Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

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

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

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

**8. Use by Other Entities (Piggyback).**

This Agreement is intended to apply for the benefit of governmental entities as though they were expressly named throughout the Contract Documents. Each entity may purchase from the CONTRACTOR under the same terms and conditions of the Agreement with the City of Leesburg, in accordance with each entity’s respective laws and regulations. Individual using entities will be responsible for their product ordering and payment of invoices.

**9. Labor and Materials.**

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

**10. Insurance.**

The CONTRACTOR will maintain throughout this Agreement the following insurance:

**A.** The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.

**B.** All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

**C.** The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.

**D.** The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

**E.** The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

**F.** All liability insurance, except professional liability, shall be written on an occurrence basis.

**G.** The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

**H.** Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

**I.** Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

**J.** The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**
**Attention: Mike Thornton, Purchasing Manager**
**P.O. Box 490630**
**Leesburg, Florida 34749-0630**

**K.** The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

**L.** The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

**M.** The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

**N.** The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

**11. Indemnification.**

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

**12. Codes, Laws, and Regulations.**

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

**13. Permits, Licenses, and Fees.**

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

**14. Public Records Retention.**

CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

**15. Access to Records.**

CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

**16. Contingent Fees Prohibited.**

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

**17. Acceptance of Goods or Services.**

The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or services(s) is (are) accepted by the

CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

**18. Payment.**

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

**19. Ownership of Documents.**

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

**20. Independent Contractor.**

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

**21. Assignment.**

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

**22. No Third-Party Beneficiaries.**

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

**23. Jurisdiction.**

The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

**24. Force Majeure.**

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

**25. Nonappropriation.**

The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

(a) A nonappropriation has occurred, and
(b) The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

**26. Contact Person.**

The primary contact person under this Agreement for the CONTRACTOR shall be PATRICK ALLMAN, General Manager. The primary contact person under this Agreement for the CITY shall be AL PURVIS, Chief Plant Operator.

**27. Approval of Personnel.**

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

**28. Disclosure of Conflict.**

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

**29. Risk of Loss.**

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

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

**30. Employment Eligibility.**

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of al newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, of if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the

Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

**31. Illegal Alien Labor.**

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

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

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

**32. Authority to Obligate.**

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

[ *Signature page follows.*]

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

**ODYSSEY MANUFACTURING COMPANY**

By: ________________________________

Its: ________________________________
(Title)

**CITY OF LEESBURG, FLORIDA**

___________________________________
John Christian, Mayor

ATTEST:

__________________________________
J. Andi Purvis, City Clerk

Approved as to form:

__________________________________
Fred A. Morrison, City Attorney

## ATTACHMENT "A"

### SAFETY

CONTRACTOR must meet or exceed all requirements of the: Federal Occupational and Safety Health Act (OSHA) of 1970 and current amendments thereto for all phases of operation, protection, maintenance and handling; Department of Transportation (ICC) Regulations for Storage and Transportation; and State of Florida Regulations for Sewer/Water Treatment Plant and SAF Regulations.

Safety Data Sheet - In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), the CONTRACTOR shall furnish a Safety Data Sheet (SDS) with the initial delivery (one-time basis). The SDS must include the following information:

- The chemical and common names of the toxic substance;
- The hazards of risks in the use of the toxic substance;
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
- The emergency procedure for spills, fire disposal and first aid;
- A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
- The year and month (if available) the SDS information was compiled and the name, address, and emergency telephone number of the manufacture responsible for preparing the information.
- Written certification that any SDS so provided is current, accurate, complete, and in full compliance with the law. The parties hereby stipulate that, as between them, the foregoing matters are important and material and that any breach of the terms of this provision is a material breach of this contract.

Emergency Contact - CONTRACTOR must provide a contact person and a telephone number for emergency response on a 24-hour basis.

CONTRACTOR is responsible for complying with all federal, state and local laws concerning fulfilling its obligations for manufacture and delivery of chlorine.

CONTRACTOR must deliver chlorine within four (4) working days or LESS upon receiving order.

### DELIVERY REQUIREMENTS

The CONTRACTOR will make "normal" deliveries within 48 hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the CITY Water/Wastewater Department from running out of sodium hypochlorite in less than 24 hours. The CITY

## ATTACHMENT "A"

Water/Wastewater Department shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to the nine (9) locations as identified in 3.3 below. The sites have limited access and smaller than normal Transportation/delivery equipment may be required.

The Nine (9) delivery locations and associated storage tanks, volumes and daily estimated usage are as follows:

a) Main Water Treatment Plant, 223 South 5th Street, Leesburg, Florida 34748

Three 1,050 Gallon Tanks Daily Usage: 225 Gallons

b) Airport Water Treatment Facility, 32733 Echo Drive, Leesburg, Florida 34748

Two 275 Gallon Tanks Daily Usage 45 Gallons

c) Mall Water Treatment Facility, 10399 US HWY 441, Leesburg, Florida 34748

Two 550 Gallon Tanks Daily Usage 50 Gallons

d) Highlands Lakes Water Treatment Facility, 26800 Cash Court, Leesburg, Florida 34748.

Two 600 Gallon Tanks Daily Usage: 40 Gallons

e) Plantation Water Treatment Facility, 25400 Glen Eagle Drive, Leesburg, Florida 34748

Two 1550 Gallon Tanks Daily Usage 50 Gallons

f) Royal Highlands Water Treatment Facility, 21747 Royal Saint George Lane, Leesburg, Florida 34748.

Two 500 Gallon Tanks Daily Usage: 45 Gallons

g) Turnpike Wastewater Reclamation Facility (Reuse), 1600 CR 470, Okahumpka, Florida 34762.

Two 1,600 Gallon Tanks Daily Usage: 125 Gallons

h) Canal Street Wastewater Reclamation Facility, 628 North Canal Street, Leesburg, Florida 34748

Three 9,500 Gallon Tanks Daily Usage: 328 Gallons

i) Turnpike Wastewater Reclamation Facility, 1600 CR 470, Okahumpka, Florida 34762.

Two 5,000 Gallon Tanks Daily Usage: 419 Gallons

# ATTACHMENT "A"

Sites listed above may be amended by the CITY by providing written notice to the CONTRACTOR detailing any changes. Notice by confirmed electronic mail is acceptable.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00 A.M. and 2:00 P.M. Requests to deviate from this schedule must be confirmed with CITY representatives 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with CITY representatives so delivery personnel can gain access to the facility.

Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

All delivery personnel must have sufficient means and equipment to facilitate deliveries to unmanned and manned facilities.

The CITY at its discretion reserves the right to change quantities and delivery dates of any previously scheduled delivery with a 24-hour advance notice.

The CONTRACTOR/representative shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, air-padding; pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. CONTRACTOR/representative shall furnish a CITY approved, leak-free connection device between the vehicle and CITY's intake receptacle. CONTRACTOR/representative shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

The CONTRACTOR shall be responsible for any spills resulting from the failure of its or its subCONTRACTOR's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.

Proper performance shall require delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The CITY reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

An experienced CONTRACTOR representative shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The CONTRACTOR/ representative shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, The CITY will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the CONTRACTOR and deducted from the amount due to that CONTRACTOR. If the CITY's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the CONTRACTOR or its subCONTRACTOR, the CONTRACTOR shall be relieved of cleanup of the spill.

The transporting equipment shall be clean and free of residue that may contaminate the CONTRACTOR's product or impede the unloading process. It is the CONTRACTOR's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the CONTRACTOR and shall be clean and free from contaminating material. The CITY may reject a load if the equipment is not properly cleaned.

All delivery vehicle drivers shall have a proper commercial driver's license issued through the State of Florida with the proper endorsements for the material(s) being carried.

Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the CONTRACTOR that the shipment is rejected, the CONTRACTOR shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

**PRODUCT MATERIAL REQUIREMENTS**

Hypochlorite supplied to the CITY under any subsequent purchase order resulting from this ITB shall be tested and certified as meeting the Specification, the AWWA Standard B300-99, latest revision and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the CONTRACTOR to inform the CITY that CONTRACTOR's NSF or UL certification has been revoked or lapsed within 24 hours of the time the CONTRACTOR receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the Agreement.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

The liquid sodium hypochlorite shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Liquid sodium hypochlorite delivered under this Specification shall have not more than 0.15% insoluble matter by weight.

## ATTACHMENT "A"

Liquid sodium hypochlorite delivered under ITB shall meet the following containment concentration limits:

| | |
|---|---|
| Iron | < 0.3 mg/L |
| Copper | < 0.03 mg/L |
| Nickel | < 0.03 mg/L |
| Chlorate | < 2,000 mg/L |
| Bromate | < 20 mg/L |

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

The suspended solids in the sodium hypochlorite delivered under any subsequent purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of Nova Chem and previously referenced in this Specification.

## QUALITY ASSURANCE, SAFETY AND TRAINING

### Sampling and Testing

All Sampling and Testing shall be in accordance with EPA and AWWA B300- 99 standards, latest revision and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, and Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

The approved laboratories are listed below for all sampling and No other Laboratory shall be used unless authorized by the CITY.

| | | |
|---|---|---|
| Nova Chem Laboratories<br>5172 College Corner Pike<br>PO Box 608<br>Oxford, Ohio 45056<br>Ph: 513-523-3605<br>Fax: 513-523-4025 | Thornton Laboratories<br>1145 East Cass Street<br>Tampa, Florida 33602<br>Ph: 813-223-9702<br>Fax: 813-223-9332 | Xenco Laboratories<br>10200 USA Today Way<br>Miramar, FL 33025<br>Ph: 305-823-8500 |

Sampling and Testing Prior to Unloading: The CONTRACTOR's transportation equipment shall have a sample port to provide a sample for analysis prior to hooking up and transferring the load to a CITY storage tank. At the sole discretion of the CITY's representative, the CONTRACTOR's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before transferring the load to a CITY storage tank.

The CITY will supply the sample container and the driver shall collect the sample from the transportation equipment and turn it over to a CITY representative. The sample shall be considered representative of the load.

## ATTACHMENT "A"

The CITY reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids.

The CONTRACTOR or its subCONTRACTORs shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60 minute period, the CITY shall allow the vendor to transfer the load.

Any load tested by the CITY that fails to comply with the Specification shall constitute grounds for rejection of that load. In the event that the load is rejected, the CONTRACTOR shall have four (4) hours to supply another shipment. In the event that the CONTRACTOR is unable or unwilling to supply another shipment within this time period, the CITY has the right to procure a shipment from another source. Three rejections of a load or shipment during any period of this purchase order shall constitute grounds for automatic termination of the CONTRACTOR's purchase order from the CITY.

No payment shall be made for sodium hypochlorite that is rejected.

Sampling and Test of Shipment after Unloading: The CITY reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, latest revision, and the Specification. Three failures during any period of the contract Agreement shall constitute grounds for automatic termination of the CONTRACTOR's authority to provide liquid sodium hypochlorite to the CITY.

Certified Analysis: CONTRACTOR shall supply an affidavit with each delivery, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the CONTRACTOR, complies with all applicable requirements of this Specification and AWWA Standard B300-99, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

**Manufacturer's Laboratory Delivery Reports**

A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to the CITY.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the CITY unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Failure to comply with this provision three (3) times during the Agreement period shall constitute sufficient grounds for termination of the Agreement from the CITY.

6.3 Quarterly Reports

At the issuance of the Agreement and every 90 days, the CONTRACTOR shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the CITY. The CONTRACTOR shall supply the sample container and the driver shall collect the sample from the transportation equipment. This sample will be given to the CITY representative at the time of the sample and the CITY representative shall forward the sample to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for termination of the Agreement by the CITY.

Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

**OCCUPATIONAL HEALTH AND SAFETY**

The CONTRACTOR shall ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit.

CONTRACTOR delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered form the CONTRACTOR must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosivity and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security

## ATTACHMENT "A"

Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

### Emergency Plan of Action and Safety Training

Within 30 days of award of the Agreement for the supply of liquid sodium hypochlorite by the CITY, the CONTRACTOR shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the CITY to follow in case an emergency supply of liquid sodium hypochlorite is needed.

The CONTRACTOR shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within sixty miles of Leesburg) and telephone contact numbers (24-hour contact numbers) within 30 days of award to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the CONTRACTOR.

This section in no way relieves the CONTRACTOR of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the CONTRACTOR shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts.

Should a spill or leak occur, caused by CONTRACTOR's personnel, equipment or method of delivery, CONTRACTOR shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State rules and regulations regarding CONTRACTOR caused spills or releases shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall indemnify and hold the CITY harmless for any failure to properly report and /or comply with this provision. In addition, CONTRACTOR shall bear all expenses of spills, unless caused by the sole negligence of the CITY.

### Safe Handling Training

The CONTRACTOR shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the purchase order, to current CITY Water operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the purchase order period. The CONTRACTOR shall provide this assistance at no charge to the CITY.

## ATTACHMENT "A"

7.3 Technical Assistance

The CONTRACTOR shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludges produced by the application of liquid sodium hypochlorite in the water treatment process. The CONTRACTOR shall provide this assistance at no charge to the CITY.

**SECURITY PROVISIONS**

CONTRACTOR will provide the CITY with a summary of the actions taken to reduce the possibility of criminal activity during packaging and shipment of products and materials to CITY facilities.

The CONTRACTOR (and their transportation companies, if applicable) shall send a list of names of representatives that are authorized to enter CITY facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list.

All delivery personnel must have a photo ID and appropriate company identification.

All CONTRACTOR personnel must sign in and out of CITY facilities. The purpose of their visit will be verified and validated by CITY personnel.

Chemical deliveries will strictly follow any CITY bulk off-loading policy and procedure where applicable.

No unscheduled or after-hours deliveries will be accepted without written permission from the CITY representative.

All deliveries must be made through the main entrance of each facility.

[END OF ATTACHMENT "A"]

# City of Leesburg
# Lake Front City

## Agenda Memorandum

**Item No:** 5.B.2.

**Meeting Date:** September 27, 2021

**From:** Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Three to amend the contract unit prices on an existing Agreement with H&H Liquid Sludge, Inc. for bio-solids disposal services; and providing an effective date.

---

**Staff Recommendation:**
Staff recommends approval of the resolution authorizing execution of Amendment Three to an existing Agreement with H&H Liquid Sludge, Inc. for bio-solids disposal services.

**Analysis:**
Both the Canal Street and Turnpike Wastewater Treatment Facilities (WWTF) produce bio-solids after the waste water has been processed through the filter belt press equipment located at each WWTF. The end product of this processing is a cake bio-solid. This bio-solid is transported to the Contractors facility for disposal. The bio-solid is used primarily for agricultural purposes as a fertilizer/soil amendment.

**Procurement Analysis:**
On February 13, 2017, the City Commission approved Resolution 10,514 authorizing award of Invitation for Bid 170161 and execution of a fixed unit price agreement with H&H Liquid Sludge, Inc. for bio-solids disposal services. Staff requests the contract unit prices are amended as follows:

City Provides Transportation – Disposal Only will now be **$17.59 per ton** (increase from $16.75)
Contractor Provides Transportation & Disposal will now be **$37.28 per ton** (increase from $35.50)

The requested price increases. All other terms of the Agreement remain unchanged.

**Options:**
1. Approve the resolution authorizing execution of Amendment Three as presented; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The Public Works Department has anticipated this price increase and budgeted for this expenditure in Fiscal Year 2022.

**Submission Date and Time:**

**RESOLUTION NO. ___________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT THREE TO AMEND THE CONTRACT UNIT PRICES ON AN EXISTING AGREEMENT WITH H&H LIQUID SLUDGE, INC. FOR BIO-SOLIDS DISPOSAL 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 Amendment Three with H&H Liquid Sludge, Inc. whose address is PO Box 390, Branford, Florida 32008 adjusting the unit price for bio-solids disposal.

**THAT** all future expenditures for commodities (goods & services) ordered under this Agreement are approved provided the Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

**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 27th day of September 2021.

_______________________________
Mayor

ATTEST:

_______________________
City Clerk

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

**THIS AGREEMENT** is made as of the 27th day of September, 2021, 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 **H & H LIQUID SLUDGE DISPOSAL, INC.,** whose address is P.O. BOX 390, Branford, Florida 32008 (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH:**

**THAT,** on February 13, 2017, the CITY and CONTRACTOR entered into a unit price supply agreement whereby the CONTRACTOR agreed to furnish bio-solids disposal services to the CITY (hereinafter referred to as the "Agreement").

**WHEREAS,** the parties wish to revise the unit pricing to reflect a cost increase as permitted in the original 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.**

The contract unit prices are amended as follows:

City Provides Transportation – Disposal Only will now be **$17.59 per ton**
Contractor Provides Transportation & Disposal will now be **$37.28 per ton**

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.

**H & H LIQUID SLUDGE DISPOSAL, INC.**

By: ________________________________

Its: _________________________________
(Title)

**CITY OF LEESBURG, FLORIDA**

___________________________________
John Christian, Mayor

ATTEST:

___________________________________
J. Andi Purvis, City Clerk

Approved as to form:

___________________________________
Fred A. Morrison, City Attorney

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.C.1. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Lucy Gangone, (Library Director) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to a five-year term, said term ending September 30, 2026; and providing an effective date. |

---

**Staff Recommendation:**
Staff recommends the appointment of one member to the Library Advisory Board for a term of five years, said term ending September 30, 2026. The position was advertised, as required.

**Analysis:**
Kathleen Encrapera was appointed to the Library Advisory Board on April 12, 2021, to fill an unexpired term ending 30 September 2021. Mrs. Encrapera has completed the application to be re-appointed to the Library Advisory Board for a five-year term, term ending 30 September 2026. She is a retired teacher of 3rd - 5th grades, a volunteer in the Library Bookstore, and a previous member of the Friends of the Leesburg Library Board of Directors.

**Procurement Analysis:**
N/A

**Options:**
1. Appoint the applicant, Kathleen Encrapera, to the Library Advisory Board;
2. Appoint another candidate of the Commission's own choosing; or
3. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**
There is no fiscal impact.

**Submission Date and Time: 9/22/2021 2:19:13 PM**

**RESOLUTION NO. ___________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPOINTING ONE LIBRARY ADVISORY BOARD MEMBER TO A FIVE-YEAR TERM, SAID TERM ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the City Commission of the City of Leesburg, Florida, finds that there is one appointment to be made to the Library Advisory Board in keeping with Section 2, Division 3 (2-92) of the Code of Ordinances of the City relating to the provision of Library Services.

**THAT** the City Commission hereby appoints ________________________ to the term ending 30 September 2026.

**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 27th day of September 2021.

________________________________
Mayor

ATTEST:

________________________
City Clerk

# City of Leesburg
## Appointed Boards & Commission Application

| | | | |
|---|---|---|---|
| Date: | 9/14/2021 | Name: | Kathleen Encrapera |
| Mailing Address: | 3501 Arlington Ridge Blvd. Leesburg FL 34748 | | |
| Home Address: | Same | | |
| Home Telephone Number | 352-460-0059 | | |
| Business Name & Type | | | |
| Business Address: | | | |
| Business Telephone Number: | | | |
| Position | | | |

Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:

School teacher 3rd-5th grades
Friends of the Leesburg Library Board

Professional Organizations/Membership:

Have You Served On A City Board Or Committee In The Past? Yes X No

If Yes – Dates Served: 4/12/2021 - 9/30/2021

Name of Board or Committee: Library Advisory Board (Leesburg)

| | | |
|---|---|---|
| X | Library Board | Historic Preservation Board |
| | Planning Commission | Greater Leesburg CRA |
| | Carver Heights & Vicinity CRA | General Employees Retirement Board of Trustees |
| | Fire Department Pension Board of Trustees | Police Department Pension Board of Trustees |
| | Other (Specify): | |

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

| | | |
|---|---|---|
| Kathleen Encrapera<br>Signature of Applicant | Return To: | City Clerk's Office<br>City of Leesburg<br>P.O. Box 490630<br>Leesburg, FL 34749-0630 |

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.C.2. |
| **Meeting Date:** | September 27, 2021 |
| **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 Amendment 6 to the Cracker Barrel Old Country Store, Inc. Lease; and providing an effective date. |

---

**Staff Recommendation:**
Staff recommends approval and execution of Amendment 6 to the Cracker Barrel Old Country Store, Inc. Lease.

**Analysis:**
The original Cracker Barrel Lease terms, approved by Resolution 6211, is for an initial 15-year term, which commenced on June 3,2002, with (3) 5-year renewal terms. Rent increases 10% each renewal term. It is within the timeframe which Cracker Barrel is required to submit written notice of their request to renew; the 2nd allowable renewal term, to begin on June 3, 2022.

Cracker Barrel proposes the 2nd renewal term be modified, keeping the rental payments at the current rate. Cracker Barrel also proposes adding three additional 5-year renewal term options. All other terms of the Lease remain the same.

Amendments 1-4 were related to schedule changes for permitting and inspections during construction. Amendment 5 was rent deferral and repayment terms, related to the COVID-19 pandemic, which was paid in full and timely.

The Airport Advisory Board reviewed Amendment 6 at the September 9, 2021 meeting, and tabled making a recommendation. Although they are in favor of the proposed additional terms, they are opposed to approving the stable rate for renewal option 2 without having financial records justifying hardship. At the request of the Airport Manager, Cracker Barrel offered to supply such financials only upon the City signing a NDA, and to be viewed by elected officials only. Furthermore, Cracker Barrel anticipated a fully executed lease amendment by September 30, 2021. The Airport Manager will brief the Board members at the next AAB meeting in regards to the Commissioners' comments and final decision.

**Procurement Analysis:**
N/A

**Options:**

1. Approve Amendment 6 to Cracker Barrel Old Country Store, Inc. Lease; or,
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

Keeping the 2nd renewal at the existing rate is a decrease in revenue totalling $26,620.00 over the entire 5-year renewal term.
Adding the three proposed 5-year terms generates $1,066,151.00 revenue for the Airport.

| | Years | DATES | Annual | Monthly | 5 YR Term revenue |
|---|---|---|---|---|---|
| Initial term | year 1-5 | 6/3/2022 to 6/2/2007 | 40,000.00 | 3,333.33 | 200,000.00 |
| Initial term | year 6-10 | 6/3/2007 to 6/2/2012 | 44,000.00 | 3,666.66 | 220,000.00 |
| Initial term | year 11-15 | 6/3/2012 to 6/2/2017 | 48,000.00 | 4,333.33 | 240,000.00 |
| existing 1st renewal | year 16-20 | 6/3/2017 to 6/2/2022 | 53,240.00 | 4,436.66 | 266,200.00 |
| existing 2nd renewal | year 21-25 | 6/3/2022 to 6/2/2027 | 53,240.00 | 4,436.66 | 266,200.00 |
| existing 3rd renewal | year 26-30 | 6/3/2027 to 6/2/2032 | 58,564.00 | 4,880.33 | 292,820.00 |
| Proposed 4th | year 31-35 | 6/3/2032 to 6/2/2037 | 64,420.00 | 5,390.33 | 322,100.00 |
| Proposed 5th | year 36-40 | 6/3/2037 to 6/2/2042 | 70,862.00 | 5,905.17 | 354,310.00 |
| Proposed 6th | year 41-45 | 6/3/2042 to 6/2/2047 | 77,948.20 | 6,495.68 | 389,741.00 |

Account No. 048-0000-362.01-10

**Submission Date and Time: 9/22/2021 2:27:56 PM**

**RESOLUTION NO. ___________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 6 TO THE CRACKER BARREL OLD COUNTRY STORE, INC. LEASE; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Mayor and City Clerk are hereby authorized to execute Amendment 6 with the Cracker Barrel Old Country Store, Inc., a Tennessee corporation.

**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 27th day of September 2021.

________________________________
Mayor

ATTEST:

________________________
City Clerk

## SIXTH AMENDMENT TO GROUND LEASE

**THIS SIXTH AMENDMENT TO GROUND LEASE** (this "Sixth Amendment") is made and entered into as of the ______ day of _______, 2021, by and between **CITY OF LEESBURG, FLORIDA,** a Florida municipal corporation ("Landlord") and **CRACKER BARREL OLD COUNTRY STORE, INC**., a Tennessee corporation ("Tenant").

**W I T N E S S E T H:**

**WHEREAS**, Landlord and Tenant are parties to that certain Ground Lease, dated April 23, 2001, for the leasing of certain real property located at 9450 US Hwy 441, Leesburg, FL 34788 (said Ground Lease, together with any and all assignments, amendments and addenda thereto and modifications thereof, hereinafter collectively referred to as the "Lease");

**WHEREAS**, Tenant desires to exercise its option under the Lease to extend the Term for the second option ("Second Option"), to commence on June 3, 2022; and

**WHEREAS,** Landlord desires to increase the number of options available to Tenant to extend the term of the Lease; and

**WHEREAS**, the parties now desire to modify Exhibit B of the Lease in certain respects as hereinafter described;

**NOW, THEREFORE**, in consideration of the terms and conditions as set forth in the Lease, the covenants and conditions set forth herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby modify and amend Exhibit B to the Lease as follows:

1. Grant of Option. The current Extension Period expires on June 2, 2022, with two (2) remaining Options available to extend the Lease for five (5) years. Landlord desires to grant to Tenant three (3) additional Options to extend the Lease for a period of five (5) years per Option term, to commence at midnight on the date on which the previous Extension Period expires. Each Option shall be automatic and the parties shall be bound to the terms and conditions under the Lease for each such Extension Period unless Tenant gives Landlord notice, not later than six (6) months prior to the expiration of the preceding Extension Period, that Tenant does not intend to extend the Lease.

2. Exercising Options. Tenant hereby exercises its Second Option effective June 3, 2022 to extend the Lease for five (5) years, with four (4) remaining Options to extend the Lease.

3. Extension Period Rent. Rent for the Second Option (hereby exercised) shall be modified. Tenant shall pay to Landlord the following rent payments (and applicable sales tax) in equal monthly installments on the first (1st) day of each and every calendar month during the Second Option as follows:

| Extension Period | Annual Rent | Monthly Rent |
|---|---|---|
| Second Option<br>June 3, 2022 – June 2, 2027 | $53,240.00 | $4,436.66 |

In the event that Tenant exercises any or all of the remaining Options, the rent for such Option shall be payable in equal monthly installments in advance on the first day of each and every calendar month during the Extension Period for such Option, as modified below:

| Extension Period | Annual Rent | Monthly Rent |
|---|---|---|
| Third Option<br>June 3, 2027 – June 2, 2032 | $58,564.00 | $4,880.33 |
| Fourth Option (new)<br>June 3, 2032 – June 2, 2037 | $64,420.40 | $5,368.37 |
| Fifth Option (new)<br>June 3, 2037 – June 2, 2042 | $70,862.44 | $5,905.20 |
| Sixth Option (new)<br>June 3, 2042 – June 2, 2047 | $77,948.68 | $6,495.72 |

4. Miscellaneous. No other terms, covenants or conditions of the Lease or otherwise shall be modified or amended by this Sixth Amendment. Capitalized terms contained herein and not otherwise defined shall have the same meanings as assigned to them in the Lease. In the event of a conflict between the terms of the Lease and this Sixth Amendment, this Sixth Amendment shall control. Except as otherwise modified and amended hereby, the Lease shall remain in full force and effect. This Sixth Amendment may be executed in multiple counterparts, each of which, when considered with the others, shall constitute a full and complete agreement. Further, the parties agree that this Sixth Amendment may be executed and delivered by facsimile or electronic transmission.

5. Commission. Landlord is obligated under its original agreement with Tenant to pay a commission to Summit Real Estate for the exercise of the Second and (if exercised) Third Options. Landlord agrees to pay such commission in accordance with the terms of the original agreement. However, Landlord shall not be obligated to pay any commission upon the exercise of the Fourth, Fifth, and Sixth Options, if, as and when those are exercised.

**IN WITNESS WHEREOF**, the parties hereby have executed this Sixth Amendment as of the date above written.

**WITNESS:**

_________________________

**LANDLORD:**

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

By: __________________________
Name:_________________________
Title:__________________________

**WITNESS:**

_________________________

**TENANT:**

**CRACKER BARREL OLD COUNTRY STORE, INC.**,
a Tennessee corporation

By: __________________________
Name: Mike Ellis
Title: VP, Real Estate & Development

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.C.3. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Andi Purvis, (City Clerk) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Christian Worship Center of Central Florida, Inc. for the purpose of granting the City an easement over the property described therein; and providing an effective date. |

---

**Staff Recommendation:**
Staff recommends approval of the resolution accepting a Utility Easement from Christian Worship Center of Central Florida, Inc. to the City of Leesburg, Florida.

**Analysis:**
Christian Worship Center of Central Florida, Inc. is granting a Utility Easement to the City of Leesburg 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 and accept as presented; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**
None

**Submission Date and Time:** **9/22/2021 2:28:52 PM**

**RESOLUTION NO. ____________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM CHRISTIAN WORSHIP CENTER OF CENTRAL FLORIDA, INC. FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Utility Easement granted to the City of Leesburg by Christian Worship Center of Central Florida, Inc., for the purpose of granting the City a utility easement over 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 27th day of September 2021.

__________________________________
Mayor

ATTEST:

__________________________
City Clerk

INSTRUMENT #2021120929
OR BK 5785 PG 890 - 893 (4 PGS)
DATE: 9/1/2021 1:48:36 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $35.50 DEED DOC $0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

RETURN

RESERVED FOR RECORDING

# Utility Easement

**THIS EASEMENT** given the ___________ day of _____________________, 2021, by **CHRISTIAN WORSHIP CENTER OF CENTRAL FLORIDA, INC.,** whose address is 929 County Road 468, Leesburg, Florida 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA,** whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

**WITNESSETH:**

That for and in consideration of the sum of $1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

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. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

J. Andi Purvis
(Type or print name of Witness)

Anna Rottermond
(Type or print name of witness)

GRANTOR: CHRISTIAN WORSHIP CENTER OF CENTRAL FLORIDA, INC.

BY: ______________________
JOHN H. CHRISTIAN, President

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, either by means of ☒ physical presence, or ☐ online notarization, personally appeared John H. Christian, as President of Christian Worship Center of Central Florida, Inc. and , who acknowledged before me that they executed this instrument on the 4th day of August, 2021, and who were either ☒ personally known to me, or who ☐ produced ______________________ as identification.

______________________
NOTARY PUBLIC

Anna Rottermond
Type or print name of Notary

______________________
Commission Number

______________________
Commission expiration date

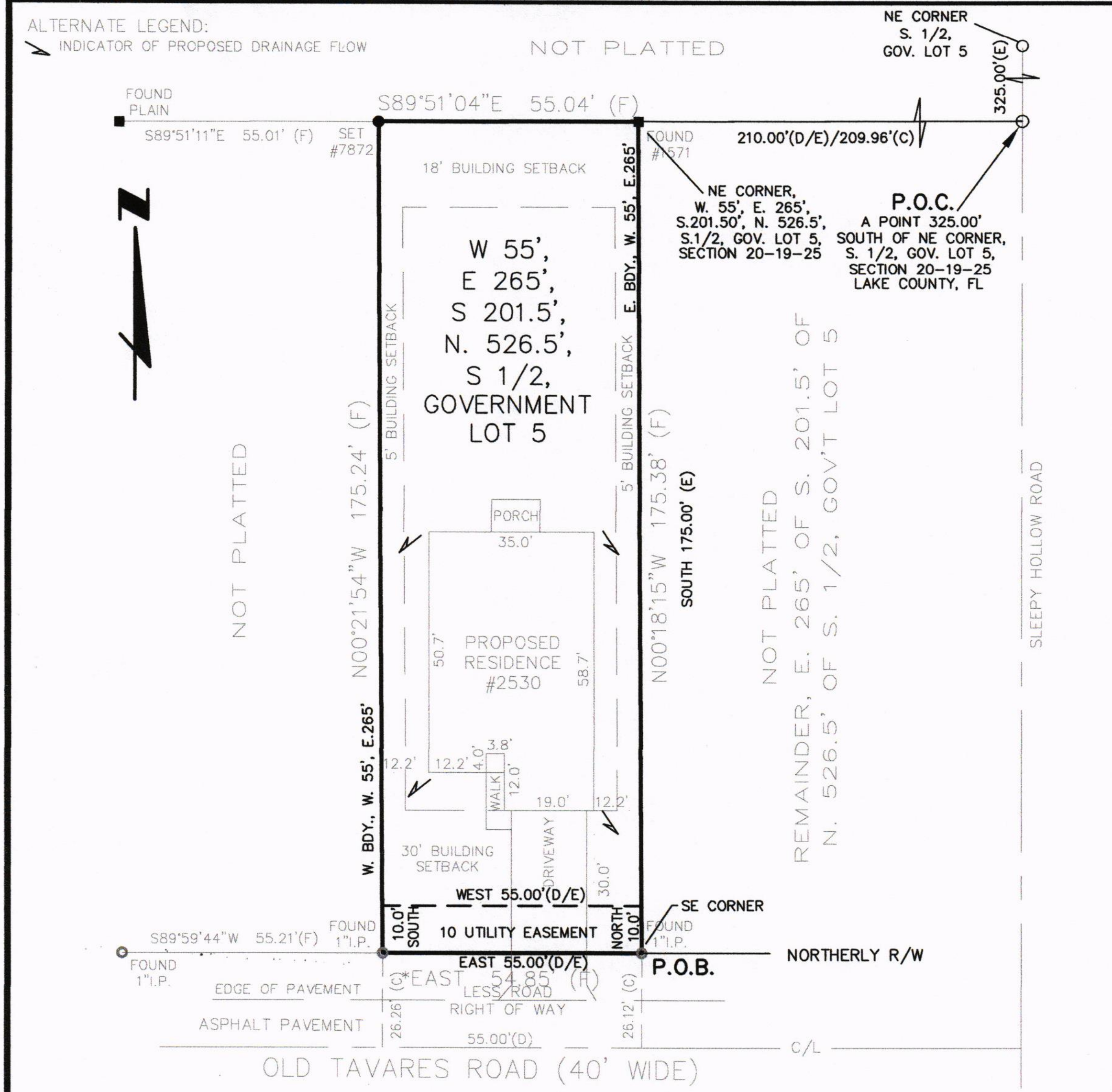
ANNA ROTTERMOND
Commission # GG 225386
Expires June 5, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

# SKETCH OF DESCRIPTION OF 10 FOOT WIDE UTILITY EASEMENT

CERTIFIED TO:
JOHN CHRISTIAN

ANDREW W. CARBAUGH, LICENSE NUMBER 6787
BOARD CERTIFIED SURVEYOR AND MAPPER
STATE OF FLORIDA

THIS SURVEY MAP AND REPORT, OR COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. NO ONE OTHER THAN THE PARTY OR PARTIES NAMED HEREON SHALL RELY ON THIS SURVEY.




TOTAL PROPOSED IMPERVIOUS AREA: 0.28%
PROPOSED FINISHED FLOOR ELEVATION TO BE 12" ABOVE MINIMUM GRADE, LOWEST ADJACENT GRADE IN PROPOSED BUILDING AREA IS 64.9'
SITE PLAN NOTE: ALL IMPROVEMENTS SHOWN WITHIN THE BOUNDARIES OF THE PARCEL DESCRIBED ARE PROPOSED ONLY.

ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR SURVEY REPORT IS PROHIBITED.

## DESCRIPTION:

A 10.00 FOOT WIDE UTILITY EASEMENT BEING THE SOUTH 10.00 FEET OF THE FOLLOWING: THE WEST 55 FEET OF EAST 265 FEET OF SOUTH 201.50 FEET OF NORTH 526.50 FEET OF SOUTH 1/2 OF GOVERNMENT LOT 5--LESS RD-- OR BOOK 5460, PG 773, SAID EASEMENT BEING MORE PARTICULARY DESCRIBED AS FOLLOWS: COMMENCING 325.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 1/2 OF GOVERNMENT LOT 5 IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF THE SOUTH 201.50 FEET OF THE NORTH 526.50 FEET OF THE SAID SOUTH 1/2 A DISTANCE OF 210 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST 55 FEET OF THE EAST 265 FEET OF THE SOUTH 201.5 FEET OF THE NORTH 526.5 FEET OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 5; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE SAID WEST 55 FEET, 175' TO THE SOUTHEAST CORNER THEREOF AND TO THE NORTHERLY RIGHT OF WAY OF OLD TAVARES ROAD, AND FOR THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST BOUNDARY 10.00 FEET; THENCE WEST, PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF OLD TAVARES ROAD 55 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF THE SAID WEST 55 FEET OF THE EAST 265 FEET; THENCE SOUTH 10 FEET TO SAID NORTH RIGHT OF WAY OF OLD TAVARES ROAD; THENCE EAST 55 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING 0.01 ACRES, MORE OR LESS.

EASEMENT SKETCH OF DESCRIPTION: JULY 25, 2021

NOTE: SEE REVERSE SIDE FOR SURVEY REPORT.

**C & A SURVEY, INC.**
ANDREW W. CARBAUGH - PSM #6787
3106 E. FORT KING STREET OCALA, FLORIDA 34470
VOICE: 352.694.6566 www.CandAsurvey.com

SCALE: 1"=30'
F.B.: 411 PG.: 58
FILE: 1211565

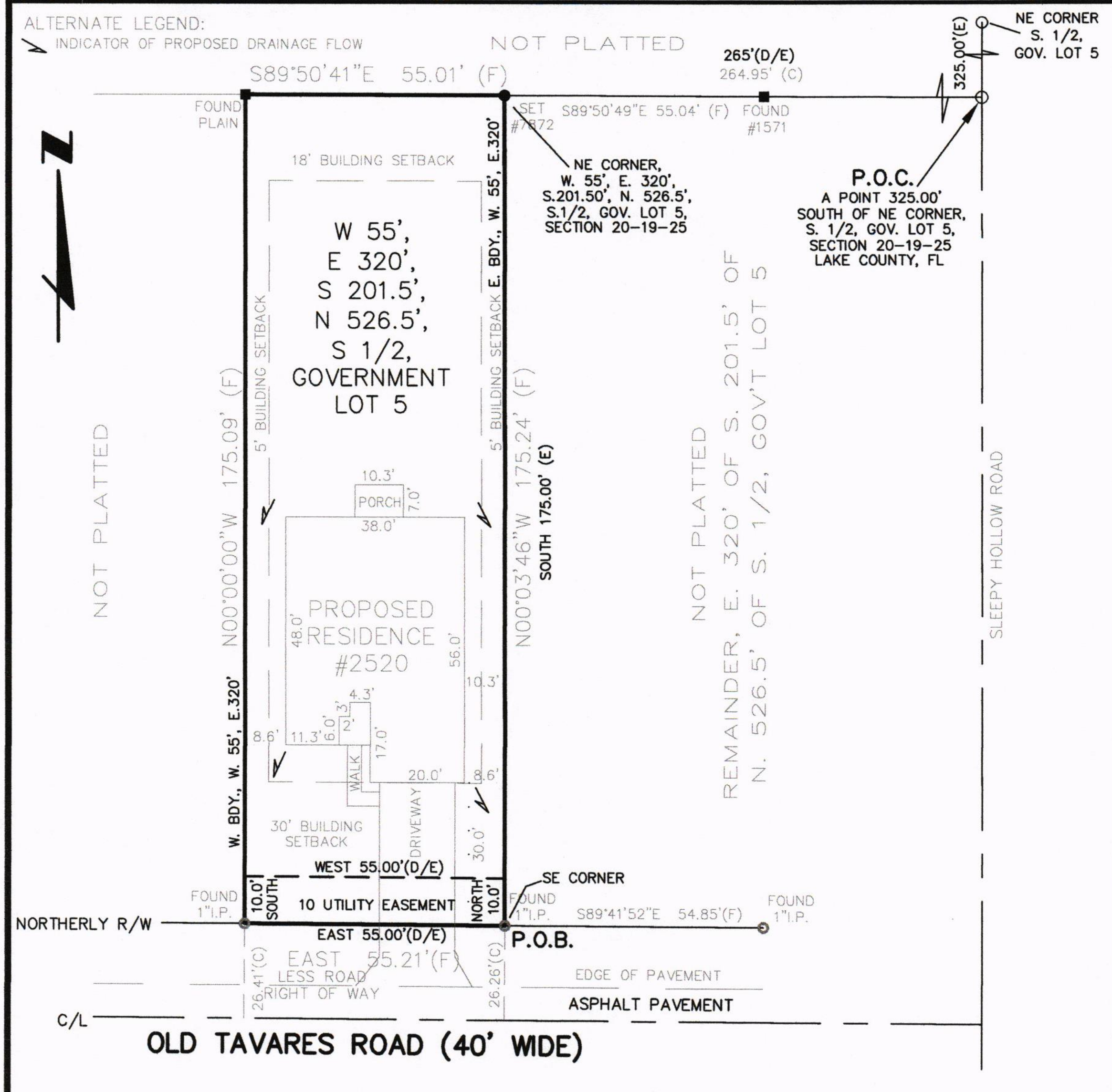
Exhibit "A" Page Two

# SKETCH OF DESCRIPTION OF 10 FOOT WIDE UTILITY EASEMENT

CERTIFIED TO:
JOHN CHRISTIAN

ANDREW W. CARBAUGH, LICENSE NUMBER 6787
BOARD CERTIFIED SURVEYOR AND MAPPER
STATE OF FLORIDA

THIS SKETCH OF DESCRIPTION, OR COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. NO ONE OTHER THAN THE PARTY OR PARTIES NAMED HEREON SHALL RELY ON THIS SKETCH.




TOTAL IMPERVIOUS AREA: 0.267%
PROPOSED FINISHED FLOOR ELEVATION TO BE 12" ABOVE MINIMUM GRADE, LOWEST ADJACENT GRADE IN PROPOSED BUILDING AREA IS 65.5'
SITE PLAN NOTE: ALL IMPROVEMENTS SHOWN WITHIN THE BOUNDARIES OF THE PARCEL DESCRIBED ARE PROPOSED ONLY.

ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION IS PROHIBITED.

## DESCRIPTION:

A 10.00 FOOT WIDE UTILITY EASEMENT BEING THE SOUTH 10.00 FEET OF THE FOLLOWING: THE WEST 55 FEET OF EAST 265 FEET OF SOUTH 201.50 FEET OF NORTH 526.50 FEET OF SOUTH 1/2 OF GOVERNMENT LOT 5--LESS RD-- OR BOOK 5460, PG 773, SAID EASEMENT BEING MORE PARTICULARY DESCRIBED AS FOLLOWS: COMMENCING 325.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 1/2 OF GOVERNMENT LOT 5 IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF THE SOUTH 201.50 FEET OF THE NORTH 526.50 FEET OF THE SAID SOUTH 1/2 A DISTANCE OF 265 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE WEST 55 FEET OF THE EAST 320 FEET OF THE SOUTH 201.5 FEET OF THE NORTH 526.5 FEET OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 5; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE SAID WEST 55 FEET 175' TO THE SOUTHEAST CORNER THEREOF AND TO THE NORTHERLY RIGHT OF WAY OF OLD TAVARES ROAD, AND FOR THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST BOUNDARY 10.00 FEET; THENCE WEST, PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF OLD TAVARES ROAD 55 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF THE SAID WEST 55 FEET OF THE EAST 320 FEET; THENCE SOUTH 10 FEET TO SAID NORTH RIGHT OF WAY OF OLD TAVARES ROAD; THENCE EAST 55 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING 0.01 ACRES, MORE OR LESS.

EASEMENT SKETCH OF DESCRIPTION: JULY 25, 2021

NOTE: THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.


C & A SURVEY, INC.
ANDREW W. CARBAUGH - PSM #6787
3106 E. FORT KING STREET OCALA, FLORIDA 34470
VOICE: 352.694.6566 www.CandAsurvey.com


SCALE: 1"=30'
F.B.: 411 PG.: 57
FILE: 1211564

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.C.4. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Andi Purvis, (City Clerk) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Leesburg Lake Harris, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date. |

---

**Staff Recommendation:**
Staff recommends approval of the resolution accepting a Utility Easement from Leesburg Lake Harris, LLC., to the City of Leesburg, Florida.

**Analysis:**
Leesburg Lake Harris, LLC., is granting a Utility Easement to the City of Leesburg 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 and accept as presented; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**
None

**Submission Date and Time:** **9/22/2021 2:29:26 PM**

**RESOLUTION NO. ____________**

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

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

**THAT** the Utility Easement granted to the City of Leesburg by Leesburg Lake Harris, LLC., for the purpose of granting the City a utility easement over ethereal 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 27th day of September 2021.

___________________________________
Mayor

ATTEST:

_________________________
City Clerk

INSTRUMENT #2021120873
OR BK 5785 PG 822 - 826 (5 PGS)
DATE: 9/1/2021 12:02:06 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $44.00 DEED DOC $0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

RETURN 4

# Utility Easement

RESERVED FOR RECORDING

**THIS EASEMENT** given the 10 day of August, 2021, by **LEESBURG LAKE HARRIS, LLC,** whose address is 3408 South Orange Avenue, Orlando, Florida 32806, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA,** whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

**WITNESSETH:**

That for and in consideration of the sum of $1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

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. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

Heather Coons

Heather Coons
(Type or print name of Witness)

Drew Shafner

Drew Shafner
(Type or print name of witness)

GRANTOR: LEESBURG LAKE HARRIS, LLC

BY: ______________________
JOSEPH SCHUEMANN, Manager

STATE OF FLORIDA
COUNTY OF Orange

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Joseph Schuemann as Manager of Leesburg Lake Harris, LLC and , who acknowledged before me that he executed this instrument on the 10 day of August, 2021, and who was either ☒ personally known to me, or who ☐ produced ______________________ as identification.

GRADON WILLARD
Notary Public-State of Florida
Commission # GG 907391
My Commission Expires
November 03, 2023

NOTARY PUBLIC

Gradon Willard
Type or print name of Notary

GG 907391
Commission Number

Nov 3 2023
Commission expiration date

## JOINDER & CONSENT OF MORTGAGEE

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 5592, Page 1159, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

FAIRWINDS CREDIT UNION

BY: Debra L Mairs
Debra L Mairs
Type or print name and position or title

STATE OF Florida
COUNTY OF Orange

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Debra Mairs, the Vice President of Fairwinds Credit Union, who acknowledged before me that (s)he executed this instrument on the 10 day of August, 2021, and who was either ☒ personally known to me, or who ☐ produced ______ as identification.

GRADON WILLARD
Notary Public-State of Florida
Commission # GG 907391
My Commission Expires
November 03, 2023

NOTARY PUBLIC

GG 907391
Commission Number

Gradon Willard
Type or print name of Notary

Nov 3 2023
Commission expiration date

# SKETCH AND DESCRIPTION

EXHIBIT "A"

PARENT PARCEL DESCRIPTION:

THAT PART OF THE W 1/2 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE NE 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN EAST ALONG THE NORTH LINE OF SAID NE 1/4, 474.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE S 11°00'00" E ALONG SAID EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 A DISTANCE OF 1315.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN N 79°00'00" E, 480.00 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE PALATLAKAHA RIVER AND A POINT HEREBY DESIGNATED AS POINT 'A'; RETURN TO THE POINT OF BEGINNING AND RUN S 11°00'00" E ALONG SAID EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 A DISTANCE OF 241.33 FEET; THENCE N 79°00'00" E, 427.00 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID PALATLAKAHA RIVER; THENCE NORTHERLY ALONG SAID WATER OF PALATLAKAHA RIVER TO INTERSECT THE AFOREMENTIONED POINT "A".

DESCRIPTION: UTILITY EASEMENT

THAT PART OF THE W 1/2 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE S 89°22'32"E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 474.07 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27, PER MAP BOOK 2, PAGES 80 THROUGH 84 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S 10°22'32" E ALONG SAID EASTERLY RIGHT OF WAY LINE, 1315.00 FEET TO THE NORTHWEST CORNER OF THE DESCRIBED PARENT PARCEL; THENCE CONTINUE S 10°22'32" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 231.33 FEET FOR THE POINT OF BEGINNING; THENCE N 79°37'28" E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, 190.13 FEET; THENCE N 10°22'32" W, 17.00 FEET; THENCE N 79°37'28" E, 29.29 FEET; THENCE S 10°22'32" E, 27.00 FEET TO THE SOUTH LINE OF THE DESCRIBED PARENT PARCEL; THENCE S 79°37'28" W, ALONG SAID SOUTH LINE, 219.42 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE DESCRIBED PARENT PARCEL; THENCE N 10°22'32" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,692 SQUARE FEET, MORE OR LESS.

THIS IS SHEET 1 OF A 2 SHEET DOCUMENT. THIS DOCUMENT IS NOT COMPLETE OR VALID WITHOUT BOTH SHEETS.

SURVEYOR'S NOTES:

1. THE DIRECTIONS AND DISTANCES SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PERFORMED BY BESH, 902 N. SINCLAIR AVE., TAVARES, FL. SIGNED BY JOHN T. McGLOHORN ON 12/22/2020.

2. THIS IS NOT A BOUNDARY SURVEY.

3. NO ADDITIONS OR DELETIONS CAN BE MADE TO THIS DOCUMENT, EXCEPT BY THE SIGNING SURVEYOR AND MAPPER. THERE ARE NO EXCEPTIONS.

MICHAEL D. CUMMINS JR.
FLORIDA REGISTRATION NUMBER LS 5592

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS ELECTRONICALLY SIGNED PER CHAPTER 5J-17.061 OF THE FLORIDA ADMINISTRATIVE CODE

PREPARED FOR:

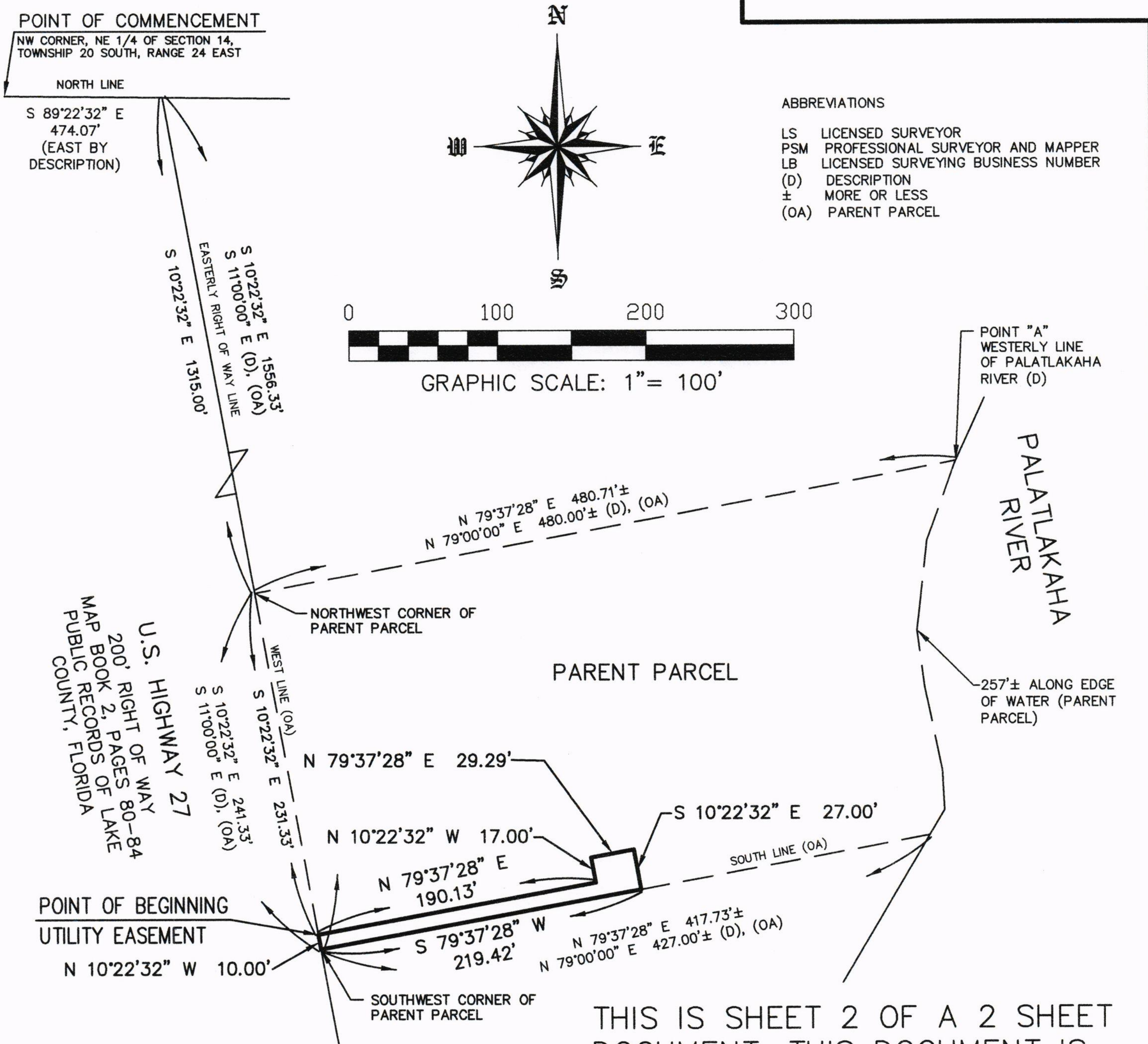
BluRock COMMERCIAL REAL ESTATE


***CUMMINS SURVEYING AND MAPPING, INC.***

*2758 Susanday Drive*
*Orlando, Florida 32812*
*321-377-0564*
*e-mail: mc5592@bellsouth.net*
*Certificate of Authorization LB 6983*


| | |
|---|---|
| | TECHNICIAN: MDC |
| ISSUE DATE: 8-02-2021 | |
| PROJECT NO. 20-34 SD UTILITY EASEMENT | |
| | SHEET No. 1 OF 2 |

# SKETCH AND DESCRIPTION




THIS IS SHEET 2 OF A 2 SHEET DOCUMENT. THIS DOCUMENT IS NOT COMPLETE OR VALID WITHOUT BOTH SHEETS.

PREPARED FOR:

BluRock COMMERCIAL REAL ESTATE


**CUMMINS SURVEYING AND MAPPING, INC.**

*2758 Susanday Drive*
*Orlando, Florida 32812*
*321-377-0564*
*e-mail: mc5592@bellsouth.net*
*Certificate of Authorization LB 6983*


| | |
|---|---|
| SCALE: 1"= 100' | TECHNICIAN: MDC |
| ISSUE DATE: 8-02-2021 | |
| PROJECT NO. 20-34 SD UTILITY EASEMENT | |
| | SHEET No. 2 OF 2 |

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.C.5. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Andi Purvis, (City Clerk) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from T5 Leesburg, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date. |

---

**Staff Recommendation:**
Staff recommends approval of the resolution accepting a Utility Easement from T5 Leesburg, LLC., to the City of Leesburg, Florida.

**Analysis:**
T5 Leesburg, LLC., is granting a Utility Easement to the City of Leesburg 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 and accept as presented; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**
None

**Submission Date and Time:** **9/22/2021 2:31:24 PM**

**RESOLUTION NO. ____________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM T5 LEESBURG, LLC., FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Utility Easement granted to the City of Leesburg by T5 Leesburg, LLC., for the purpose of granting to the City a utility easement over 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 27th day of September 2021.

_________________________________
Mayor

ATTEST:

________________________
City Clerk

RETURN

INSTRUMENT #2021118155
OR BK 5781 PG 1117 - 1122 (6 PGS)
DATE: 8/27/2021 8:07:40 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $52.50 DEED DOC $0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

# Utility Easement

RESERVED FOR RECORDING

**THIS EASEMENT** given the 16th day of July, 2021, by **T5 LEESBURG, LLC,** whose address is 5795 Ulmerton Road, Clearwater, Florida 33760, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA,** whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

**WITNESSETH:**

That for and in consideration of the sum of $1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

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. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

Jean Edwards
JEAN EDWARDS
(Type or print name of Witness)

DEREK HOUSTON
(Type or print name of witness)

GRANTOR: T5 LEESBURG, LLC, by CSC PROPERTIES, LLC, as its Manager

BY: ______________________
ROGERS K. HAYDON, JR., Manager of CSC Properties, LLC

STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☑ physical presence, or ☐ online notarization, Rogers K. Haydon, Jr., as Manager of CSC Properties, LLC, the Manager of T5 Leesburg, LLC, who acknowledged before me that he executed this instrument on the 16th day of July, 2021, and who was either ☑ personally known to me, or who ☐ produced ______________________ as identification.

______________________
NOTARY PUBLIC

DEREK HOUSTON
Type or print name of Notary

HH056197
Commission Number

11/22/24
Commission expiration date

DEREK RANDALL HOUSTON
Notary Public - State of Florida
Commission # HH 056197
My Comm. Expires Oct 22, 2024
Bonded through National Notary Assn.

**JOINDER & CONSENT OF MORTGAGEE**

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 5734, Page 1504, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

VALLEY NATIONAL BANK

BY: [signature]
Marcus J. Hinze, FVP
Type or print name and position or title

STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☑ physical presence, or ☐ online notarization Marcus Hinze, the FVP of VALLEY NATIONAL BANK, who acknowledged before me that (s)he executed this instrument on the 19 day of July, 2021, and who was either ☑ personally known to me, or who ☐ produced ______ as identification.

Cassandra Emmons
NOTARY PUBLIC

Cassandra Emmons
Type or print name of Notary

Commission Number

Commission expiration date

CASSANDRA EMMONS
MY COMMISSION # HH 047639
EXPIRES: October 26, 2024
Bonded Thru Notary Public Underwriters

EXHIBIT “A”

**EXHIBIT "A"**

SKETCH OF DESCRIPTION:
21 foot N Access Easement

DESCRIPTION:

The land referred to herein below is situated in the County of LAKE, State of Florida, and described as follows:

Commence at the East 1/4 corner of Section 23, Township 19 South, Range 25 East, Lake County, Florida; thence run S 89°47'30" W, along the East-West mid section line of aforesaid Section 23, a distance of 3045.50 feet; thence S 00°10'00" E, a distance of 130.95 feet to the Southerly right-of-way line of US Highway 441; thence run S 72°22'19" E, along said Southerly right-of-way line, a distance of 49.53 feet to the point of curvature of a curve, concave Southwesterly, and having a radius of 7699.11 feet; thence run Southeasterly, along the arc of said curve and said Southerly right-of-way, an arc distance of 475.82 feet, said arc having a central angle of 03°32'14" to the Point of Beginning, thence continue along said right-of-way and the arc of said curve, having a radius of 7,699.01 feet, a central angle of 00°10'13"" an arc distance of 22.89 feet; thence run South 02°08'01" East, a distance of 199.18 feet to the North right-of-way of the Old Seaboard Airline Railroad; thence run South 23°19'31" West, a distance of 17.97 feet; thence N 76 08'42" W, 21.29 feet; thence N 23°19'31" E, 16.71 feet; thence N 02°08'01" W, 203.54 feet the Point of Beginning.

CERTIFICATION: WE DO HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION IS IN COMPIANCE WITH APPLICABLE STANDARDS OF PRACTICE SET FORTH BY FLORIDA ADMINISTRATIVE CODE 5J 17.

SECOM LLC
114 Juniper Lane
LONGWOOD, FL 32779 (407) 694-2461

SHEET 1 OF 2

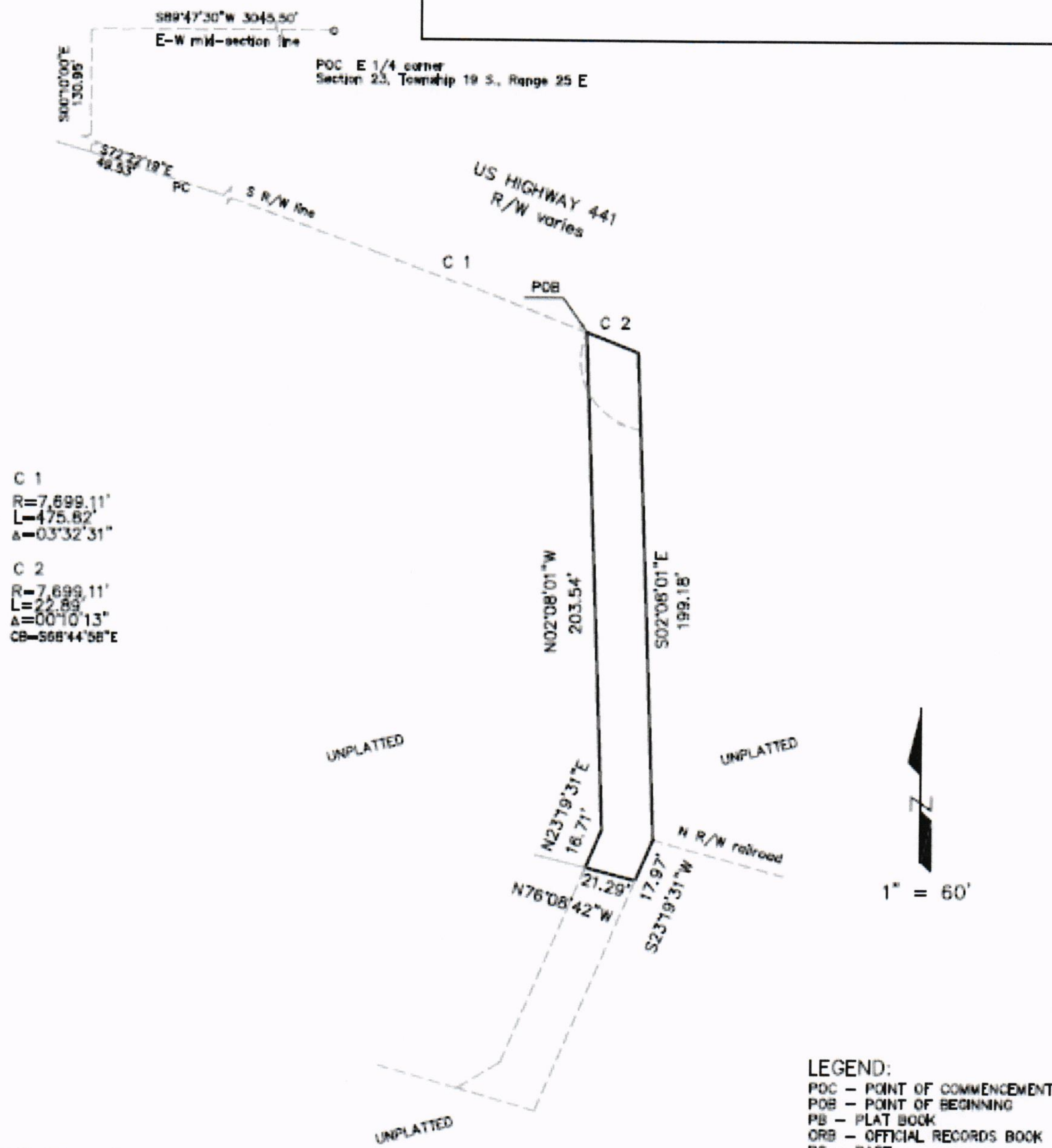
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

GARY A. BURDEN
SECOM LLC,
LICENSED BUSINESS # 7809

PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 3691

PROJECT NUMBER: 2020-55
DRAWING No: 21-ACCESS EASEMENT
DATE: 06/28/2021
REVISED:

# SKETCH OF DESCRIPTION:
## 21 foot N Access Easement




LEGEND:
POC – POINT OF COMMENCEMENT
POB – POINT OF BEGINNING
PB – PLAT BOOK
ORB – OFFICIAL RECORDS BOOK
PG – PAGE
R/W – RIGHT-OF-WAY
R – RADIUS
L – LENGTH
Δ – DELTA
CB – CHORD BEARING
PC – POINT OF CURVATURE

SURVEYOR'S NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE MID SECTION LINE SECTION 23, TOWNSHIP 19 S., RANGE 25 E, BEING S89°47'30"W, AND IS ASSUMED.
3. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
4. NOT VALID WITHOUT ALL SHEETS.

SHEET 2 OF 2

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.C.6. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Andi Purvis, (City Clerk) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from VGP Leesburg 1, LLC., for the purpose of granting the City an easement over the property described therein; and providing an effective date. |

---

**Staff Recommendation:**
Staff recommends approval of the resolution accepting a Utility Easement from VGP Leesburg 1, LLC., to the City of Leesburg, Florida.

**Analysis:**
VGP Leesburg 1, LLC is granting a Utility Easement to the City of Leesburg 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 and accept as presented; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**
None

**Submission Date and Time:** **9/22/2021 2:32:08 PM**

**RESOLUTION NO. ___________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM VGP LEESBURG 1, LLC., FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Utility Easement granted to the City of Leesburg by VGP Leesburg 1, LLC., for the purpose of granting the City a utility easement over 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 27th day of September 2021.

_________________________________
Mayor

ATTEST:

________________________
City Clerk

RETURN

INSTRUMENT #2021118164
OR BK 5781 PG 1145 - 1148 (4 PGS)
DATE: 8/27/2021 8:11:42 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $35.50 DEED DOC $0.70

**THIS INSTRUMENT PREPARED BY & RETURN TO:**
**Fred A. Morrison**
**McLin Burnsed P.A.**
**Post Office Box 491357**
**Leesburg, Florida 34749-1357**

# Utility Easement

RESERVED FOR RECORDING

**THIS EASEMENT given the 4TH day of AUGUST 2021, by VGP LEESBURG 1, LLC, whose address is 3504 Cragmont Drive, Suite 100, Tampa, Florida 33619, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,**

**WITNESSETH:**

**That for and in consideration of the sum of $1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:**

**AS DESCRIBED ON EXHIBIT "A" ATTACHED**

**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. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.**

**TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.**

**IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.**

| | |
|---|---|
| **WITNESSES (two required)** | **GRANTOR: VGP LEESBURG 1, LLC, a Florida limited liability company** |
| ______________________ | **BY: The Validus Group LLC, as its Manager** |
| Yorlan Alfonso | |
| **(Type or print name of Witness)** | |
| ______________________ | **BY:** ______________________ |
| STEVEN MONTALVO | **MARIO GARCIA, Jr., as its Manager** |
| **(Type or print name of Witness)** | **DATE:** 8/4/2021 |

**STATE OF FLORIDA**
**COUNTY OF HILLSBOROUGH**

**BEFORE ME, the undersigned Notary Public, personally appeared either by means of [X] physical presence, or [ ] online notarization, Mario Garcia, Jr., as Manager of The Validus Group LLC, the sole manager of VGP Leesburg 1, LLC, who acknowledged before me that he executed this instrument on the 4 day of AUGUST, 2021, and who was either [X] personally known to me, or who [ ] produced ______________________ as identification.**

| | |
|---|---|
| ______________________ | GG 250126 |
| **NOTARY PUBLIC** | **Commission Number** |
| HECTOR PEREZ | 08/19/2022 |
| **Type or print name of Notary** | **Commission Expiration Date** |

Notary Public State of Florida
Hector Perez
My Commission GG 250126
Expires 08/19/2022

**EXHIBIT "A"**

## SKETCH OF DESCRIPTION:
## 21 foot S. Access Easement

DESCRIPTION:

The land referred to herein below is situated in the County of LAKE, State of Florida, and described as follows:

Commence at the East 1/4 corner of Section 23, Township 19 South, Range 25 East, Lake County, Florida; thence run S 89°47'30" W, along the East-West mid section line of aforesaid Section 23, a distance of 3045.50 feet; thence S 00°10'00" E, a distance of 130.95 feet to the Southerly right-of-way line of US Highway 441; thence run S 72°22'19" E, along said Southerly right-of-way line, a distance of 49.53 feet to the point of curvature of a curve, concave Southwesterly, and having a radius of 7699.11 feet; thence run Southeasterly, along the arc of said curve and said Southerly right-of-way, an arc distance of 498.71 feet, said arc having a central angle of 03°42'44"; thence run South 02°08'01" East, a distance of 199.18 feet to the North right-of-way of the Old Seaboard Airline Railroad; thence run South 23°19'31" West, a distance of 17.97 feet to the Point of Beginning; thence run South 23°19'31" West, a distance of 103.03 feet; thence N 74 18'34" W, 33.52 feet; thence N59°19'59"E, 20.79 feet; thence N 23°19'31" E. 87.16 feet; thence S 76°08'42" E, 21.29 feet the Point of Beginning.

CERTIFICATION: WE DO HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH APPLICABLE STANDARDS OF PRACTICE SET FORTH BY FLORIDA ADMINISTRATIVE CODE 5J 17.

SECOM LLC
114 Juniper Lane
Longwood, FL 32779 (407) [illegible]

GARY A. BURDEN
SECOM LLC,
LICENSED BUSINESS # 7809

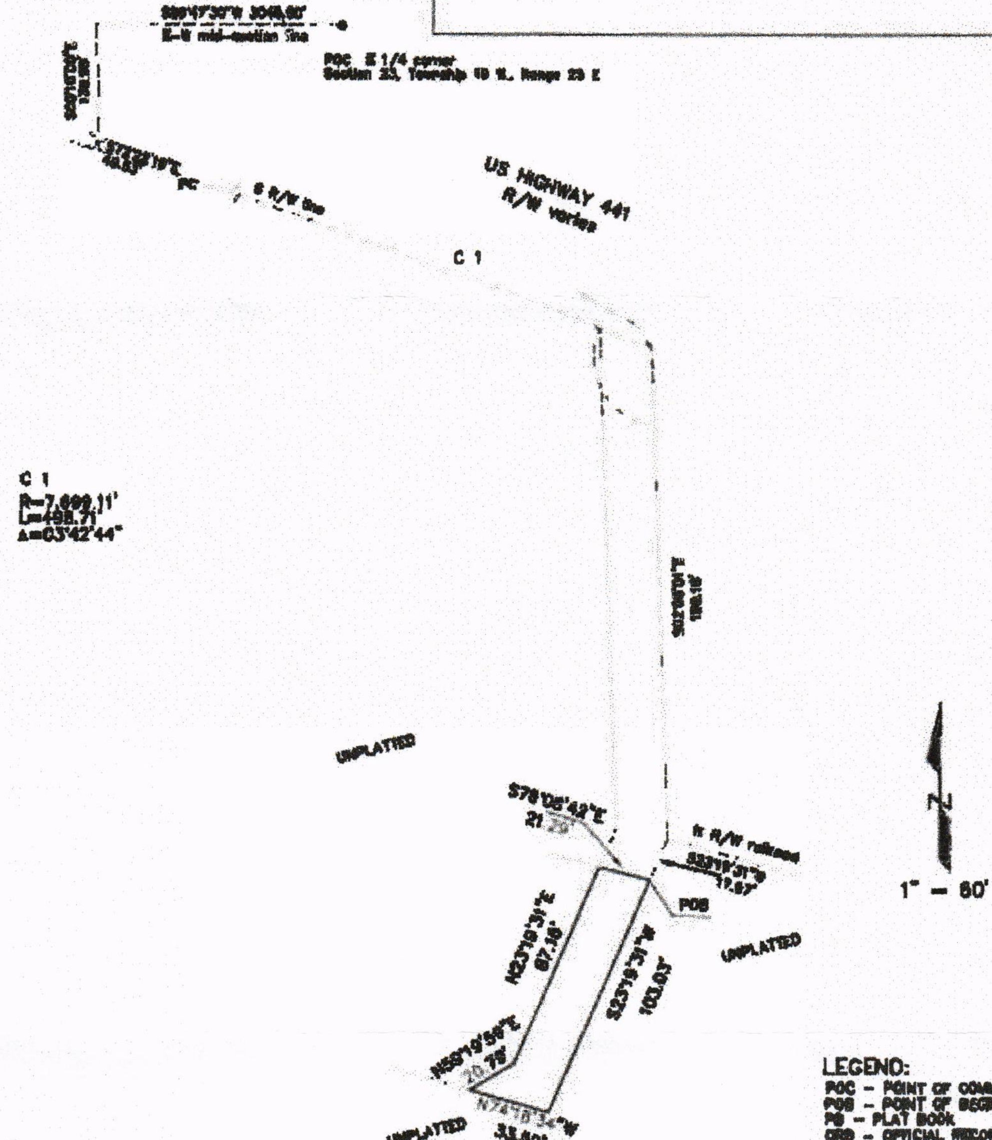
SHEET 1 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 3691

PROJECT NUMBER: 2020-35
DRAWING No: 21-ACCESS EASEMENT
DATE: 06/28/2021
REVISED:

## SKETCH OF DESCRIPTION:
## 21 foot S. Access Easement




SURVEYOR'S NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE MID SECTION LINE SECTION 23, TOWNSHIP 19 S., RANGE 25 E, BEING S89°47'30"W, AND IS ASSUMED
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LEGEND:
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R – RADIUS
L – LENGTH
Δ – DELTA
CB – CHORD BEARING
PC – POINT OF CURVATURE

SHEET 2 OF 2

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 5.C.7. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Jack Rogers, (Gas Director) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida, authoring and directing the Mayor and City Clerk to execute a Contingent Gas Sales Contract between the City of Leesburg and the City of Lakeland, Florida, for the purpose of setting forth the terms under which Leesburg will sell Natural Gas to Lakeland, and granting the City Manager and City Attorney authority to make minor changes and additions to the contract which do not have a material effect on its terms; and providing an effective date. |

---

**Staff Recommendation:**
Staff recommends approval of a contingent gas sales agreement between the City of Leesburg and the City of Lakeland, Florida.

**Analysis:**
The City of Clearwater is seeking to enter into a natural gas sales agreement with the City of Lakeland for the purchase of approximately 10,000 Dth/day. Clearwater has until October 7, 2021 to obtain all authorizations necessary to enter the transaction. There is concern that Clearwater may not be able to execute the agreement in time to take advantage of pricing deadlines for the purchase of the natural gas. Execution of this agreement, between the City of Leesburg and the City of Lakeland, allows Leesburg to meet the pricing deadline should Clearwater fail to execute their agreement. The purchase of the gas will be through our gas purchasing agent, FGU, at a discount rate of $0.30/Dth. That discount will be passed on to the City of Lakeland at $0.24/Dth. Leesburg will be paid by FGU $0.03/Dth and FGU will retain $0.03/Dth. FGU will acquire the natural gas through a contract with Black Belt Energy, and will manage all transactions and produce the invoices to Lakeland from Leesburg. The initial term of the agreement is for 5 years. Without termination notice from Lakeland, transactions will continue until a 30-year term is complete. Should Clearwater meet the contract deadline, the first year $0.03/Dth payment will be evenly split between Leesburg and Clearwater and the contract between Lakeland and Leesburg will become null and void.

**Procurement Analysis:**
N/A

**Options:**

1. Approve the contingent gas sales agreement; or
2. Such other action that the Commission deems appropriate.

**Fiscal Impact:**
Under the contract between Leesburg and Lakeland the payment from FGU to Leesburg will be approximately $110,000 annually for the life of the contract. If Clearwater executes their agreement, Leesburg will receive a payment the first year of approximately $55,000.

**Submission Date and Time:** **9/22/2021 2:48:09 PM**

**RESOLUTION NO. ___________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A CONTINGENT GAS SALES CONTRACT BETWEEN THE CITY OF LEESBURG AND THE CITY OF LAKELAND, FLORIDA, FOR THE PURPOSE OF SETTING FORTH THE TERMS UNDER WHICH LEESBURG WILL SELL NATURAL GAS TO LAKELAND, AND GRANTING THE CITY MANAGER AND CITY ATTORNEY AUTHORITY TO MAKE MINOR CHANGES AND ADDITIONS TO THE CONTRACT WHICH DO NOT HAVE A MATERIAL EFFECT ON ITS TERMS; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Mayor and City Clerk are hereby authorized and directed to execute a Gas Sales Contract between the City of Leesburg and the City of Lakeland, Florida, for the purpose of establishing the terms and conditions under which Leesburg will sell natural gas to Lakeland for the purpose of electrical power generation. The City Manager and City Attorney are granted the authority to make any minor changes or additions to the Contract necessary to fill in any blanks, or to make any other minor changes which do not affect the material terms or the substance of the Contract, financial or otherwise.

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

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 27th day of September 2021.

**THE CITY OF LEESBURG, FLORIDA**

___________________________________
Mayor

ATTEST:

_________________________
City Clerk

# GAS SALES CONTRACT

**BY AND BETWEEN**

**THE CITY OF LEESBURG, FLORIDA**

**AND**

**THE CITY OF LAKELAND, FLORIDA**

**DATED AS OF SEPTEMBER 20, 2021**

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# GAS SALES CONTRACT

## PREAMBLE

This Gas Sales Contract (the "Agreement"), dated as of September 20, 2021 (the "Effective Date"), is made and entered into by and between the City of Leesburg, Florida, a municipal corporation and political subdivision of the State of Florida (the "Seller"), and the City of Lakeland, Florida, a municipal corporation of the State of Florida on behalf of its municipal utility, Lakeland Electric (the "Purchaser"). Gas Purchaser and the Seller are sometimes hereinafter referred to in this Agreement collectively as the "Parties" or individually as a "Party".

## RECITALS

WHEREAS, The Black Belt Energy Gas District, a public corporation of the State of Alabama ("BBE"), has developed a project to acquire long-term supplies of natural gas under a prepaid gas supply transaction between BBE and a new single purpose entity to be created by J. Aron & Company LLC, as a Delaware limited liability company ("Prepay LLC"); and

WHEREAS, Prepay LLC will purchase supply and management services from J. Aron & Company LLC ("J. Aron"), a New York limited liability company and a wholly-owned subsidiary of The Goldman Sachs Group, Inc.; and

WHEREAS, BBE will purchase prepaid gas supplies from Prepay LLC pursuant to a Prepaid Natural Gas Sales Agreement, dated as of September __, 2021 (the "Prepaid Gas Agreement"), to meet a portion of the Gas supply requirements of certain participating Municipal Utilities (the "Project Participants") participating in the gas prepayment project (the "Prepaid Project"); and

WHEREAS, BBE will finance the prepayment under, and the other costs of, the Prepaid Project by issuing Bonds; and

WHEREAS, Florida Gas Utility ("FGU") is a Project Participant in the Prepaid Project and will purchase Gas supply from the Prepaid Project pursuant to a Gas Supply Agreement with BBE (the "Project Participant Agreement");

WHEREAS, FGU has agreed to resell the gas supplies acquired from BBE under the Project Participant Agreement to Seller under its existing Gas Services Agreement with Seller; and

WHEREAS, Seller is willing to resell the gas supplies acquired from FGU to Purchaser under the terms and conditions specified in this Agreement; and

WHEREAS, Purchaser owns and operates a municipal electric system and desires to enter into an agreement with Seller for the purchase of Gas supplies that Seller acquires from FGU for use in Purchaser's gas-fired electric generating facilities to generate Electricity for resale to Purchaser's retail customers; and

WHEREAS, as a condition precedent to the effectiveness of the Parties' obligations under this Agreement, (i) FGU shall have entered into the Gas Supply Agreement with BBE; (ii) BBE shall have entered into the Prepaid Gas Agreement and shall have issued the Bonds; (iii) Seller shall have received all necessary authorizations to enter into and perform under this contract by no later than _________, 2021; and (iv) Purchaser shall have received all necessary authorizations to enter into and perform under this contract by no later than September 20, 2021.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows.

## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

1.1 Construction of the Agreement. The Preamble and the Recitals set forth above are incorporated into this Agreement for all purposes. References to Articles, Sections, and Exhibits throughout this Agreement are references to the corresponding Articles, Sections, and Exhibits of this Agreement unless otherwise specified. All Exhibits are incorporated into this Agreement for all purposes. References to the singular are intended to include the plural and vice versa. The word "including" and related forms thereof are intended to be interpreted inclusively, whether or not the phrase "but not limited to" follows such word or words. The words "will" and "shall" indicate mandatory requirements of the Parties except in the Recitals.

1.2 Definitions. Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and shall mean as follows:

(a) "Agreement" is defined in the Preamble.

(b) "Alternate Delivery Point" has the meaning specified in Section 3.1.

(c) "Annual Refund" means eighty percent (80%) the annual refund, if any, provided to FGU or a Delivery Year in accordance with the terms of the Project Participant Agreement and following the release of funds to BBE for such purposes under the terms of the Bond Indenture.

(d) "Available Discount" means, for each Month of a Reset Period, eighty percent (80%) of the discount amount expressed in cents per MMBtu (rounded down to the nearest one-half cent) determined in accordance with the procedures specified in the FGU

Project Participant Agreement and available to FGU following the payment of all fees under the Project Participant Agreement including, without limitation, the Project Administration Fee paid by FGU to BBE. The Available Discount shall equal the sum of the Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period, and shall be the discount available to Purchaser before payment of the Project Administration Fee. During the Initial Discount Period, the Available Discount shall be no less than 24 cents per MMBtu.

(e) "Bond Indenture" means the Trust Indenture dated as of September 1, 2021, between BBE and Regions Bank, as Trustee, providing for the issuance of and security for the Bonds, together with any other trust indenture providing for the issuance of and security for any refunding Bonds, in each case as the same may be amended from time to time.

(f) "Bonds" means BBE's Gas Supply Revenue Bonds, Series 2021B issued to finance BBE's purchase of Gas from Prepay LLC under the Prepaid Agreement and other costs associated therewith, and any refunding Bonds issued by Seller under the Bond Indenture.

(g) "Btu" means one British thermal unit, the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit, and is the International Btu. The reporting basis for Btu is 14.73 pounds per square inch absolute and 60 degrees Fahrenheit; provided, however, that the definition of Btu as determined by the operator of the relevant Delivery Point shall be deemed conclusive in accordance with Article VI of the Prepaid Agreement; and provided further that in the event of an inconsistency in the definition of "Btu" between this definition and the definition of "Btu" in the Prepaid Agreement, the definition in the Prepaid Agreement shall apply.

(h) "Business Day" means (i) with respect to payments and general notices required to be given under this Agreement, any day other than (a) a Saturday or Sunday, (b) a

Federal Reserve Bank holiday, (c) any day on which commercial banks located in either New York, New York, or the State of Alabama are required or authorized by law or other governmental action to close, or (d) any other day excluded pursuant to the Bond Indenture, and (ii) with respect to Commodity deliveries and notices with respect thereto, any day.

(i) "Calculation Agent" has the meaning specified in the Re-Pricing Agreement.

(j) "Cf" means cubic foot of Gas, defined as the amount of Gas required to fill a cubic foot of space when the Gas is at an absolute pressure of 14.73 pounds per square inch absolute and at a temperature of 60 degrees Fahrenheit.

(k) "Code" means the Internal Revenue Code of 1986, as amended, 26 U.S.C. §1 *et seq*. References herein to the Code or to a section of the Code include the U.S. Treasury Regulations thereunder.

(l) "Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any decision, purchase, sale or other action required to be made, attempted or taken by a Party under this Agreement, such decision or efforts as a reasonably prudent Person would make or undertake, as the case may be, for the protection of its own interest under the conditions affecting such decision, purchase, sale or other action. For the avoidance of doubt, the reasonableness of any action taken by a Party under this Agreement shall be determined at the time of such action, taking into full account the facts, circumstances and competitive environment surrounding such action.

(m) "Commodity" means Gas or Electricity.

(n) "Commodity Swap" means (i) the ISDA Master Agreement, together with the Schedule thereto and a related Confirmation, each between Seller and Axpo U.S. LLC and BP Energy Company, (ii) the ISDA Master Agreement, together with the Schedule thereto and a related Confirmation, each between Seller and Axpo U.S LLC and BP Energy Company, and (iii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

(o) "Commodity Swap Counterparty" means BBE's counterparties under the Commodity Swaps, which initially shall be Axpo U.S. LLC and BP Energy Company.

(p) "Contract Price" means the price per MMBtu described in Section 4.1.

(q) "Daily Contract Quantity" or "DCQ" means, for each Month, the quantity of Gas in MMBtu that shall be delivered by Seller to Purchaser and received by Purchaser from Seller each Gas Day during such Month, as set forth in and may be adjusted pursuant to Exhibit B.

(r) "Delivery Period" is defined in Section 2.1.

(s) "Delivery Point" is defined in Section 3.1.

(t) "Delivery Point Premium" means the applicable delivery point premium specified in Exhibit B.

(u) "Delivery Year" means a period of 12 consecutive Months beginning at the beginning of the first day of April each year and ending immediately prior to the beginning of the first day of April in the next calendar year.

(v) "Electricity" means three-phase, 60-cycle alternating current electric energy, expressed in MWh.

(w) "Event of Insolvency" means with respect to any Person the occurrence and continuance of one or more of the following events: (a) the issuance, under the laws of the state or other jurisdiction having primary regulatory authority over such Person or any successor provision thereto (or any other law under which such Person is at the time organized), of an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution of such Person that is not dismissed within 30 days; (b) the commencement by such Person of a voluntary case or other proceeding seeking an order for relief, liquidation, rehabilitation, conservation, reorganization or dissolution with respect to itself or its debts under the laws of the state or other jurisdiction of incorporation or formation of such Person or any bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property; (c) the consent of such Person to any relief referred to in the preceding clause (b) in an involuntary case or other proceeding commenced against it; (d) the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property by a Government Agency or authority having the jurisdiction to do so; (e) the making by such Person of an assignment for the benefit of creditors; (f) the failure of such Person generally to pay its debts or claims as they become due; (g) the Person shall admit in writing its inability to pay its debts when due; (h) the declaration of a moratorium with respect to the payment of the debts of such Person; or (i) the initiation by such Person of any action to authorize any of the foregoing.

(x) "Failed Remarketing" has the meaning specified in the Bond Indenture.

(y) "FERC" means the Federal Energy Regulatory Commission and any successor thereto.

(z) "FERC Gas Tariff" means the interstate pipeline tariff filed by a Transporter pursuant to FERC regulations and approved by FERC, as amended from time to time.

(aa) "Firm" means that performance by a Person may be interrupted without liability only to the extent that such performance is prevented by reasons of Force Majeure with respect to such Person asserting Force Majeure.

(bb) "Force Majeure" is defined in Section 13.2.

(cc) "Gas" means natural gas or any other mixture of hydrocarbon gases, or of hydrocarbons and liquids or liquefiables, or of hydrocarbons and non-combustible gases, consisting predominantly of methane.

(dd) "Gas Day" means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day. The date of the Gas Day shall be the date at its beginning. If, through standardization of business practices in the industry or for any other reason, a Transporter, or the FERC with general applicability, changes the definition of Gas Day, such change shall apply to the definition of Gas Day in this Agreement with respect to such Transporter or generally, as applicable.

(ee) "Government Agency" means the United States of America, any state or commonwealth thereof, any local jurisdiction, any political subdivision of any of the foregoing, and any other division of government of any of the foregoing, including but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities, or instrumentalities.

(ff) "Imbalance Charges" means any fees, penalties, costs or other charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balancing, scheduling and/or nomination requirements based on such Transporter's FERC Gas Tariff.

(gg) "Index Price" means the Monthly market index price described in <u>Section 4.2</u>, and any substitute index price determined under <u>Section 4.2</u>.

(hh) "Initial Discount Period" means the period from and including April 1, 2022 to and including ________, 20[ ].

(ii) "J. Aron" is defined in the Recitals.

(jj) "Maturity Date of the Bonds" means the Final Maturity Date of the Bonds, as defined in the Bond Indenture.

(kk) "Mcf" means 1,000 cubic feet of Gas.

(ll) "Minimum Discount" means 24 cents per MMBtu for the Initial Discount Period, and thereafter an amount that would ensure the Available Discount realized from the Initial Discount Period through the end of such Reset Period, excluding any Reset Period for which FGU delivered a Remarketing Election Notice under the Project Participant Agreement, to be an average of no less than 15.2 cents per MMBtu, but in any event no less than 13.6 cents per MMBtu, and in every case includes the Monthly Discount plus the projected Annual Refund.

(mm) "MMBtu" means 1,000,000 Btu, which is equivalent to one dekatherm.

(nn) "Month" means the period beginning at the beginning of the first Gas Day of a calendar month and ending at the beginning of the first Gas Day of the next calendar month. The term "Monthly" shall be construed accordingly.

(oo) "Monthly Discount" means (i) for each Month of the Initial Discount Period, ___cents ($0.__)[1] per MMBtu, and (ii) for each Month of a Reset Period thereafter, eighty percent (80%) of the net Monthly Discount (following payment of all administrative fees to BBE including, without limitation, the Project Administration Fee) as determined in accordance with the Re-Pricing Agreement and available to FGU under its Project Participant Agreement, which shall set forth in an updated Exhibit C provided by Seller after such determination.

(pp) "Municipal Utility" means any Person that (i) is a governmental person as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns either or both a Gas distribution utility or an electric distribution utility (or provides Gas or Electricity at wholesale to, or that is sold to entities that provide Gas or Electricity at wholesale to, governmental Persons that own such utilities), and (iii) agrees in writing to use the Gas purchased by it (or cause such Gas to be used) for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

(qq) "Net Remarketing Proceeds" means (i) the actual amounts, if any, received by FGU under the Project Participant Agreement from the sale of Gas that BBE is able to remarket or cause to be remarketed following a loss of load under Section 4.3 or as a result of Purchaser's failure to receive Gas pursuant to Section 6.2, less (ii) all directly incurred costs or expenses, including but not limited to remarketing and administrative fees paid to BBE under the Project Participant Agreement, provided that in no event shall the Net Remarketing Proceeds for any Gas exceed the quantity of such Gas multiplied by the Contract Price for such Gas.

[1] This will be 80% of the final Monthly Discount available to FGU.

(rr) "Non-Priority Gas" means Gas, other than (i) Priority Gas and (ii) Gas to be delivered under this Agreement, that Purchaser is obligated or has the right to take under an agreement.

(ss) "Notice of Termination" has the meaning specified in Section 5.2.

(tt) "Person" means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, partnership, association, firm, trust, estate, or any other entity or organization whatsoever.

(uu) "Prepaid Agreement" is defined in the Recitals.

(vv) "Prepaid Project" is defined in the Recitals.

(ww) "Prepay LLC" is defined in the Recitals.

(xx) "Primary Delivery Point" is defined in Section 3.1.

(yy) "Prime Rate" means, for any day of determination, the fluctuating rate per annum equal to the "Prime Rate" listed daily in the "Money Rates" section of The Wall Street Journal on such day (or if such day is not a Business Day, the preceding Business Day), or if The Wall Street Journal is not published on a particular Business Day, then, the "prime rate" published in any other national financial journal or newspaper selected by Prepay LLC in its reasonable judgment, and if more than one such rate is listed in the applicable publication, the highest rate shall be used; any change in the Prime Rate shall take effect on the date specified in the announcement of such change.

(zz) "Priority Commodities" means Priority Gas and Priority Electricity.

(aaa) "Priority Electricity" means Electricity that Purchaser is obligated to take under a long-term agreement that provides for the purchase and sale of Electricity under a transaction using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from income for federal income tax purposes.

(bbb) "Priority Gas" means Gas that Purchaser, prior to the date hereof, is obligated to take under a long-term agreement, which Gas either has been purchased (or has been produced from Gas reserves in the ground which reserves were purchased) by Purchaser or a joint powers authority using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from income for federal income tax purposes pursuant to a long-term prepaid gas purchase agreement.

(ccc) "Project Administration Fee" means the administrative fee payable by FGU to BBE under the Project Participant Agreement.

(ddd) "Project Participants" is defined in the Recitals.

(eee) "Purchaser" is defined in the Preamble.

(fff) "Purchaser's Transporter" means the Transporter receiving Gas on Purchaser's behalf at the Delivery Point.

(ggg) "Qualifying Use Requirements" means, with respect to any Commodity delivered under this Agreement, such Commodity is used (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate attached as Exhibit D.

(hhh) "Remarketing Election" is defined in Section 5.3(a).

(iii) "Remarketing Election Notice" is defined in Section 5.3(b).

(jjj) "Remarketing Event" is defined in Section 5.3(a).

(kkk) "Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of __________ 1, 2021, by and between Prepay LLC and BBE, as amended or supplemented from time to time in accordance with its terms.

(lll) "Reset Period" means each five-year period (or such longer or shorter period as may be agreed to by BBE and Prepay LLC pursuant to the Re-Pricing Agreement) commencing on the last day of the Initial Discount Period or prior Reset Period, as the case may be, and ending on the fifth anniversary (or such later or earlier anniversary, as the case may be) of such last day; *provided* that the final Reset Period shall be the period from the last day of the prior Reset Period to the Maturity Date of the Bonds.

(mmm)“Transporter” means all Gas gathering or pipeline companies transporting Gas for Seller or Purchaser upstream or downstream, respectively, of the Delivery Point.

(nnn) “Trustee” means the Trustee under the Bond Indenture, which initially shall be Regions Bank, and its successors as trustee under the Bond Indenture.

## ARTICLE II

## SERVICE OBLIGATIONS

2.1 Gas Supply Service.

(a) Gas supply service under this Agreement shall commence on April 1, 2022 and shall continue, subject to the early termination provisions of Article V, until either: (i) the date upon which Purchaser’s Notice of Termination of this Agreement becomes effective; or (ii) the Maturity Date of the Bonds (the “Delivery Period”). Subject to Article V, Seller for each Gas Day on a Firm basis shall tender for delivery to Purchaser at the Delivery Point, and

Purchaser for each Gas Day on a Firm basis shall purchase and receive from Seller at the Delivery Point, the applicable Daily Contract Quantity of Gas set forth for each Month in Exhibit B.

(b) The Parties recognize and agree that, in order to achieve a successful remarketing of the Bonds following the Initial Discount Period, it may be necessary to reduce the Daily Contract Quantities in a Reset Period following the Initial Discount Period pursuant to the re-pricing methodology described in the Re-Pricing Agreement, in which case they shall be so reduced. The Parties agree further that if, pursuant to the Re-Pricing Agreement, BBE and the Calculation Agent determine in connection with the establishment of any new Reset Period that: (i) such Reset Period will be the final Reset Period because no remaining gas value (as described in the Re-Pricing Agreement) will remain following such Reset Period; and (ii) such Reset Period will end prior to the end of the Delivery Period, then (A) the Delivery Period will be deemed to be modified so that it ends at the end of such Reset Period, and (B) the Daily Contract Quantity for the last Month in such Reset Period may be reduced as provided in the Re-Pricing Agreement.

## ARTICLE III

## RECEIPT AND DELIVERY POINTS

3.1 Delivery Point. All Gas delivered under this Agreement shall be delivered and received at the primary point of delivery specified in Exhibit A (the "Primary Delivery Point"); or to any other point of delivery (an "Alternate Delivery Point") that has been mutually agreed to in writing by Seller and Purchaser (each Primary Delivery Point or Alternate Delivery Point, if specified, being a "Delivery Point").

3.2 Transfer of Title. Purchaser shall take title to all Gas delivered to it by Seller at the Delivery Point and shall own such Gas and shall assume all risk of loss following its transfer at the Delivery Point.

**ARTICLE IV**

**PRICING OF GAS SUPPLY SERVICES**

4.1 Charge Per MMBtu Delivered. For each MMBtu of Gas delivered by Seller to Purchaser, Purchaser shall pay Seller the Contract Price for such Gas, which shall be the applicable Index Price, as defined in Section 4.2, less the Monthly Discount, plus any Delivery Point Premium as specified on Exhibit B. Purchaser shall not be charged for any Gas that is not tendered for delivery by Seller. Notwithstanding the foregoing, the Parties recognize and agree that the pricing specified in Section 5.3 shall apply to any Gas deliveries made by Seller following a Failed Remarketing under the Prepaid Agreement.

4.2 Index Price. The Index Price for any Month shall mean the price per MMBtu, stated in U.S. dollars, as published in the first issue for the Month (including corrections thereto in later issues) in which the event occurred that required calculation of the Index Price, of *Inside FERC's Gas Market Report,* a publication of S&P Global Platts, a division of S&P Global, in the section "Monthly Bidweek Spot Gas Prices – Platts Locations ($/MMBtu)", under the heading "Louisiana/Southeast" (or any successor heading) and "Southern Natural, La." or "Transco, zone 4," under the column "Index", as applicable and identified on Exhibit B. If *Inside FERC's Gas Market Report* should cease to publish such first-of-the-month index prices or should cease to be published entirely, the Index Price shall be the price per MMBtu, stated in U.S. dollars, for Gas to be delivered at the Delivery Point during the applicable Month as set forth in an alternative index as determined under Section 18.11 of the Prepaid Agreement.

4.3 Remarketing Upon Load Loss.

(a) Temporary Load Loss. In the event Purchaser does not require all or any portion of the Daily Contract Quantity that it is obligated to purchase under this Agreement as a result of a temporary reduction in requirements for Gas due to a change in Purchaser's generation requirements (including as a result of increased purchases of renewable generation or economic dispatch of non-Gas-fired generation), then, in either case, Purchaser may provide notice to Seller, FGU and BBE and BBE shall, upon reasonable notice from Purchaser, use Commercially Reasonable Efforts, to the extent permitted in the Prepaid Agreement, to arrange for the sale of such quantities by Prepay LLC to another purchaser or purchasers. Seller shall credit the Net Remarketing Proceeds against the amounts owed by Purchaser under this Agreement. Purchaser shall not be required to reduce its takes of Priority Gas in order to request remarketing under this Section 4.3 (a), but Purchaser shall be required to fully reduce its takes of all Non-Priority Gas prior to requesting remarketing under this Section 4.3(a).

(b) Permanent Load Loss. In the event Purchaser does not require all or any portion of the Daily Contract Quantity that it is obligated to purchase under this Contract as a result of the permanent loss of gas-fired electric generation facilities (evidenced by the Purchaser's governing body taking such action which has the effect of approving, consenting to, or acquiescing in the cessation of operation of natural gas-fired generation for the Remaining Term); (ii) a permanent reduction in requirements for Gas due to a change in the Purchaser's generation requirements (including as a result of increased purchases of renewable generation or economic dispatch of other non-Gas-fired generation); or (iii) legislative or regulatory imposition of requirements upon Purchaser related to climate change, reduction in greenhouse gas emissions, or other environmental concerns that has the effect of requiring Purchaser to change its generation portfolio mix to include less fossil fuel-dependent generation resources or pay an additional charge, tax, or penalty for continuing to operate or rely upon fossil fuel-dependent generation resources (respectively, which shall be deemed by the Parties to have occurred if the Purchaser must reduce fossil fuel-dependent generation resources such that its needs for Gas under this Agreement are either reduced or eliminated and the Purchaser's reasonably projected Gas needs from such units are less than the total quantity of Priority Gas/Commodities allocable to the Purchaser); then, Purchaser may give notice to Seller, FGU, and BBE of the permanent reduction of such quantities from its Daily Contract Quantity for the Remaining Term. If BBE is reasonably satisfied that such loss of need for Gas is permanent, which determination shall not be unreasonably withheld, conditioned, or delayed, then Seller will, six months following the receipt of notice from Purchaser, reduce Purchaser's DCQ as of the date of such permanent reduction for the remainder of the Delivery Period and BBE shall arrange for the sale of such quantities by Prepay LLC to another purchaser or purchasers. Purchaser shall not be required to reduce its takes of Priority Gas in order to request remarketing under this Section 4.4(b), but Purchaser shall be required to fully reduce its takes of all Non-Priority Gas prior to requesting remarketing under this Section 4.4(b). As used in this Section 4.4(b), "permanent" means a period of time, commencing as of the delivery of Purchaser's notice under this section, that lasts for at least as long as the Remaining Term.

4.4 Annual Refunds. In addition to the Monthly Discount applicable to deliveries of the Daily Contract Quantity to Purchaser under this Agreement, Seller (or FGU or BBE on behalf of Seller) shall, provide the Annual Refund to Purchaser following the release of such funds under the Bond Indenture. On the date of this Agreement, the projected Annual Refund for the Initial Discount Period is __ cents ($0.__) per MMBtu.[2]

## ARTICLE V

## TERM

5.1 Primary Term. This Agreement shall be effective as of the Effective Date and shall be implemented as appropriate to effectuate purchases and sales of Gas under this Agreement for deliveries commencing on the first day of the Delivery Period and shall continue for an initial term ending on [March 31, 2027] (the "Initial Term").[3] Unless earlier terminated in accordance with Section 5.3, this Agreement thereafter shall remain in full force and effect though either: (i) the date on which Purchaser's Notice of Termination becomes effective consistent with the requirements of Section 5.2 of this Agreement; (ii) the Maturity Date of the Bonds; or (iii) the effective date of any Remarketing Election Notice issued by FGU under its Project Participant Agreement with BBE, and, in all cases, subject to all winding up arrangements as described in Section 5.5.

5.2 Notice of Termination. Purchaser shall have the right to terminate this Agreement by providing written notice consistent with the requirements of this Section 5.2 and, thereafter, this Agreement shall terminate as of the date specified in such notice subject to all winding up arrangements as described in Section 5.5 (a "Notice of Termination"). Any Notice of Termination must specify a termination date that is not less than twelve (12) months from the

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[2] This will be 80% of the projected Annual Discount to FGU under its Participant Agreement.

[3] NTD: In the event the Initial Discount Period ends prior to March 31, 2027, the Initial Term specified here will be shortened to be coterminous with the end of such Initial Discount Period.

date on which written notice is delivered, provided, however, that no termination shall be effective prior to the end of the Initial Term. Furthermore, upon the commencement of a Reset Period for which the Minimum Discount has been achieved or for which FGU has not submitted a Remarketing Election Notice under its Project Participant Agreement, the term of this Agreement shall be extended for a five (5) year period unless such Reset Period is less than five (5) years in which case this Agreement shall be extended for the duration of such Reset Period ("Extended Term"). During any Extended Term, no termination shall be effective prior to the end of the Extended Term. However, Purchaser reserves the right to issue a Notice of Termination not less than twelve (12) months from the date of which written notice is delivered to Seller, which specifies an effective date that coincides with the end of any Extended Term. By way of example, upon the commencement of a Reset Period with a duration of seven (7) years, Purchaser shall extend this Agreement for a period of five (5) years during which it may not terminate this Agreement. Purchaser may, however, provide Seller with a Notice of Termination specifying a termination date at the end of the Extended Term, subject to the conditions specified in this Section 5.2 Any Notice of Termination shall be in the form attached as Exhibit G and delivered to each of Seller, FGU, Prepay LLC and BBE.

5.3 Early Termination Before End of Primary Term. Notwithstanding Section 5.1, Purchaser acknowledges and agrees that (i) in the event FGU's Project Participant Agreement terminates prior to the end of the term of this Agreement, this Agreement shall terminate on the date of early termination of the Project Participant Agreement (subject to all winding up arrangements) and (ii) Seller's obligation to deliver Gas under this Agreement shall terminate upon the termination of deliveries of Gas to FGU under its Project Participant Agreement. In addition, Purchaser acknowledges and agrees that this Agreement may terminate early as a result of a default by Purchaser under Article XIV. Seller shall provide notice to Purchaser of any early termination date. Moreover, the Parties recognize and agree that, in the event that the Prepaid Agreement terminates because of a Failed Remarketing of the Bonds that occurs in the first Month of a Reset Period, Seller shall deliver Gas under this Agreement for the remainder of such first Month, and, notwithstanding anything in this Agreement to the contrary, the Contract Price for all Gas deliveries made by Seller during such first Month shall be the applicable Index Price identified for deliveries in Section 4.2, with no Monthly Discount and no Annual Refunds associated with such deliveries.

5.4 Remarketing Election; Suspension and Resumption of Deliveries.

The Parties acknowledge and agree that, in the event the estimated Available Discount for a Reset Period is not at least equal to the Minimum Discount for that Reset Period (a "Remarketing Event") FGU will have the right, consistent with the terms of its Project Participant Agreement, to suspend deliveries of Gas for the duration of such Reset Period and the Daily Contract Quantity for such Reset Period shall be zero MMBtu per day. In the event that FGU exercises such right (a "Remarketing Election"), the Parties' obligations to deliver and receive Gas under this Agreement shall also be suspended for the duration of such Reset Period and the Daily Contract Quantity for such Reset Period shall be zero MMBtu per day. In the event that Gas deliveries are suspended following a Remarketing Election made by FGU, the Parties acknowledge and agree that deliveries will resume if under this Agreement if, in any future Reset Period, Purchaser has not issued a valid Notice of Termination with an effective date prior to the commencement of such Reset Period; and, (i) the Available Discount calculated for such Reset Period is equal to or exceeds the Minimum Discount applicable to such Reset

Period; or (ii) FGU agrees to resume deliveries under its Project Participant Agreement for such future Reset Period with a discount less than the applicable Minimum Discount.

5.5 Winding Up Arrangements. The termination of this Agreement shall not relieve either Party of any obligation to pay amounts due under this Agreement for periods prior to the termination date, including all interest, costs and indemnity obligations, or to effectuate all winding up arrangements, or to take any other actions as may be necessary to effectuate all of the terms of this Agreement. For the avoidance of doubt, Purchaser shall not be responsible for the payment of more than the Contract Price for Gas deliveries as a result of any winding up arrangements.

## ARTICLE VI

## FAILURE TO PERFORM

6.1 Cost of Replacement Gas. Except in cases of Force Majeure, for each MMBtu that Seller is obligated to deliver to Purchaser under this Agreement but fails to deliver, Seller shall pay to Purchaser an amount equal to the difference between the price per MMBtu which would have been applicable to the undelivered Gas under Article IV and any higher cost per MMBtu which Purchaser actually incurred to obtain an equivalent quantity of replacement Gas, including but not limited to any incremental charges associated with the transportation and storage of such replacement Gas, exercising Commercially Reasonable Efforts to obtain such replacement Gas and alternate transportation at a Commercially Reasonable price. For purposes of this Section 6.1, replacement Gas includes without limitation Gas withdrawn from storage, liquefied natural gas, and peak shaving, and costs associated with obtaining such Gas include without limitation storage withdrawal and injection costs, storage fuel, and liquefaction and vaporization costs for stored liquefied natural gas; provided, however, that for purposes of the foregoing the price of any such replacement Gas withdrawn from storage shall be the market price applicable to such Gas at the time of the withdrawal.

6.2 Obligation to Take the Daily Quantity. Subject to the operation of Section 4.4 governing load loss, which shall apply to an inability to take by Purchaser as a result of a loss of load as set forth in that Section, if on any Gas Day Seller tenders the Daily Contract Quantity for delivery to Purchaser and Purchaser fails to take the Daily Contract Quantity, Purchaser shall remain obligated to pay Seller the Contract Price for the Daily Contract Quantity. Seller shall credit to Purchaser's account any Net Remarketing Proceeds that FGU may receive from BBE under the Project Participant Agreement in connection with the remarketing of such Gas.

6.3 No Consequential or Special Damages. Neither Party shall be liable for consequential, incidental, special, or punitive damages or losses which may be suffered by the other as a result of the failure to deliver or take or pay for the required quantities of Gas under this Agreement.

6.4 Imbalances. The Parties shall use Commercially Reasonable Efforts to avoid the imposition of any Imbalance Charges. If Seller or Purchaser receives an invoice from a Transporter that includes Imbalance Charges related to the obligations of either Party under this Agreement, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Purchaser's takes of quantities of Gas greater than or less than the Daily Contract Quantity at any Delivery Point, then Purchaser shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's deliveries of quantities of Gas greater than or less than the Daily Contract Quantities at any Delivery Point, then Seller shall pay for such Imbalance Charges or reimburse Purchaser for such Imbalance Charges paid by Purchaser. Notwithstanding the provisions of Sections 6.1 and 6.2, the Parties may mutually agree to make up any differences between the Daily Contract Quantity and the quantity delivered or taken on any Gas Day in kind.

## ARTICLE VII

## RESPONSIBILITY FOR TRANSPORTATION

7.1 General Responsibility. Seller shall make all arrangements for transportation services required to effect the delivery of the Daily Contract Quantity to the Delivery Point. Purchaser shall take all actions and be responsible for making all arrangements required to effect the transportation of the Daily Contract Quantity from the Delivery Point, including but not limited to all nominations, scheduling, balancing, and associated management and administrative functions. Seller shall bear all costs and expenses of transportation prior to the delivery of the Daily Contract Quantity at the Delivery Point. Purchaser shall bear all costs of transportation at and after the delivery of Gas to the Delivery Point.

## ARTICLE VIII

## DELIVERY REQUIREMENTS

8.1 Specifications. All Gas delivered under this Agreement shall be merchantable and shall, upon delivery, conform to the quality specifications and heating value specified in Purchaser's Transporter's FERC Gas Tariff.

8.2 Pressure. All Gas sold by Seller to Purchaser under this Agreement shall be delivered to Purchaser at the pressure maintained from time to time in Purchaser's Transporter's facilities at the Delivery Point.

8.3 Measurement. Gas sold under this Agreement shall be measured through Purchaser's Transporter's existing measurement facilities at the Delivery Point in accordance with the provisions of such Transporter's FERC Gas Tariff. The unit of volume for measurement of Gas delivered under this Agreement shall be one Mcf or otherwise as consistent with Transporter's measurement at the Delivery Point. The sales unit of the Gas shall be one MMBtu, established by converting Mcfs measured at the Delivery Point to MMBtus according to the Btu content determined by Transporter on a dry basis at the Delivery Point under Transporter's FERC Gas Tariff. With respect to any measurement of Gas delivered or received under this Agreement at any Delivery Point, the measurement of such Gas (including the definition of Btu used in making such measurement) by the operator of such Delivery Point shall be conclusive.

## ARTICLE IX

## TITLE AND RISK OF LOSS

Seller warrants the title to all Gas sold to Purchaser under this Agreement. Transfer of custody and title to Gas sold under this Agreement shall pass to and vest in Purchaser at the Delivery Point. As between the Parties, Seller shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement prior to the time of delivery to Purchaser at the Delivery Point, and Purchaser shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement at and after delivery at the Delivery Point.

## ARTICLE X

## ROYALTIES AND TAXES

10.1 Royalties and Other Charges. Seller shall pay or cause to be paid any royalties or other sums due on the gathering, handling, and transportation of Gas sold under this Agreement prior to its delivery to Purchaser at the Delivery Point.

10.2 Taxes. The price for Gas sold to Purchaser under this Agreement is inclusive of all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas prior to its delivery to Purchaser at the Delivery Point, and all such taxes shall be borne and paid exclusively by Seller; provided, however, that if Purchaser is required to remit such taxes to the collecting authority, Purchaser shall do so and Seller shall credit an amount equal to the taxes so paid against payments otherwise due to Seller under this Agreement. The price for Gas sold to Purchaser under this Agreement does not include any federal, tribal, state, or local sales, use, consumption, utility, storage, greenhouse gas, carbon, license, ad valorem, franchise, or similar taxes imposed by any taxing authority on the sale to, or use by, Purchaser of Gas sold under this Agreement, including without limitation ad valorem taxes on Gas held in storage by Purchaser. Purchaser shall be responsible for the payment of any such applicable taxes, unless otherwise exempt, and for completing and filing all required forms.

## ARTICLE XI

## BILLING AND PAYMENT

11.1 Timing. Not later than ten days following the end of the Month of delivery, Seller (or FGU or BBE on behalf of Seller) shall provide a Monthly billing statement to Purchaser of the amount due for Gas tendered for delivery under this Agreement. Such billing statement shall be provided to Purchaser by hand delivery, first-class mail, express courier, electronic transmission, or facsimile transmission to the address or facsimile number set forth for Purchaser in Article XVIII. The due date for payment by Purchaser to Seller shall be the 19th day of the Month following the Month of delivery. Such due date shall be applicable without regard to the date or source of a billing statement to Purchaser. If the 19th day is not a Business

Day, payment is due on the immediately preceding Business Day. Purchaser shall make payment by wire transfer to the account set forth in Article XVIII.

11.2 Late Payment. In the event Purchaser fails to pay an amount when due hereunder, interest thereon shall accrue at a rate of one percent (1.0%) per month on any unpaid balance in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act. If Purchaser disputes the appropriateness of any charge or calculation in any billing statement, Purchaser, within the time provided for payment, shall notify Seller of the existence of and basis for such dispute and shall pay all amounts billed by Seller, including any amounts in dispute. If it is ultimately determined that Purchaser did not owe the disputed amount, by agreement or by a final order of a court of competent jurisdiction which is not subject to appeal or concerning which any right to appeal has been waived or which the Parties have irrevocably agreed not to appeal, Seller shall pay Purchaser that amount plus interest as calculated in accordance with this Section 11.2.

11.3 Audit Rights. Each Party shall have the right at its own expense, to examine and audit at any reasonable time the books, records, measurement data, charts, and telemetry data of the other Party to the extent, but only to the extent, necessary to verify the accuracy of any statements or charges made under or pursuant to this Agreement. Any inaccuracy shall be corrected promptly when discovered; provided, however, that neither Party shall be required to maintain books, records, measurement data, charts, or telemetry data for a period of more than two calendar years following the end of the calendar year to which they are applicable. Neither Party shall have a right to question or contest any charge or credit if the matter is not called to the attention of the other Party in writing within 24 Months of the date of the charge or credit in question.

11.4 Operating Expense of Purchaser. Purchaser's obligation to make the payments it is required to make under this Agreement is a several obligation and not a joint obligation with the obligations of any other purchaser of Gas under the Prepaid Project. Purchaser further covenants and agrees: (i) that it shall use all of the Gas it acquires under this Agreement to generate electricity for resale to its retail electric distribution customers; (ii) that it shall charge and collect amounts for retail electric distribution service so as to provide revenues sufficient, together with other available moneys, to enable Purchaser to pay to Seller all amounts payable under this Agreement and to pay all other amounts payable from its operating revenues and to maintain any required reserves; (iii) that it will not create or agree to any lien or prior charge on the amounts that it collects from its retail electric distribution customers that will be used to make its payments under this Agreement; and (iv) that it shall not take an action to institute an Event of Insolvency with respect to Purchaser.

11.5 Financial Responsibility. When reasonable grounds for insecurity of payments due under this Agreement arise, Seller may demand, and Purchaser shall provide within five Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the occurrence of an Event of Insolvency with respect to Purchaser or the downgrading of Purchaser's credit rating, if any, by Moody's Investors Service to a level below investment grade, and/or such facts and circumstances which would constitute reasonable grounds for insecurity under Title XXXIX, Chapter 672, Section 609 of the Florida Code. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by Seller, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. The Parties agree that in the event Purchaser fails to provide such adequate assurance as demanded, Seller shall have the right to suspend further deliveries of Gas to Purchaser under this Agreement on three days written notice and shall not be obligated to restore such deliveries until the first day of the Month after such demand has been satisfied; provided, however, that Seller shall not be obligated to restore such deliveries notwithstanding the satisfaction of such demand until the completion of the term of deliveries to any replacement sales customer to which Prepay LLC has remarketed the Gas on behalf of Seller.

11.6 No Set-Off. Payment for all amounts set forth in a billing statement provided to Purchaser pursuant to Section 11.1 shall be made without set-off or counterclaim of any kind.

## ARTICLE XII

## LAWS AND REGULATIONS

This Agreement is subject to all valid laws, orders, rules, regulations, or other governmental actions of any duly constituted federal, state, or local governmental authority, to the extent such laws, orders, rules, and regulations are applicable and effective from time to time; provided, however, that no such action by Purchaser's or Seller's governing body may affect that Party's obligations and rights under this Agreement.

## ARTICLE XIII

## FORCE MAJEURE

13.1 Suspension of Obligations. Except with regard to a Party's obligation to make payments under this Agreement, neither Party shall be liable to the other for failure to perform an obligation to the extent such failure was caused by Force Majeure, as defined in Section 13.2.

13.2 Force Majeure Defined. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the Party claiming suspension, as further defined in this Section 13.2. The term "Force Majeure" shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, which result in evacuation of the affected area, floods, washouts, explosives, or breakage of or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of transportation and/or storage by Transporters (provided that if the affected Party is using interruptible or secondary Firm transportation, only if primary, in-path, Firm transportation is also curtailed by the same event, or, if the relevant Transporter does not curtail based on path, if primary Firm transportation is also curtailed); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or acts of terror; (v) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a Government Agency having jurisdiction; and (vi) any invocation of Force Majeure by Prepay LLC under the Prepaid Agreement. Seller and Purchaser shall make Commercially Reasonable Efforts to avoid the adverse impacts of a Force Majeure event or occurrence and to resolve the event or occurrence once it has occurred in order to resume performance.

13.3 Force Majeure Exclusions. Neither Party shall be entitled to the benefits of a claim of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the Party claiming excuse failed to remedy the condition and to resume the performance of its obligations with reasonable dispatch; (ii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price, Purchaser's ability to purchase Gas at a lower or more advantageous price, or a Government Agency disallowing, in whole or in part, the pass-through of costs resulting from this Agreement; or (iii) the loss of Purchaser's markets or Purchaser's inability to resell Gas purchased under this Agreement, except, in either case, as provided in Section 13.2. Purchaser shall not be entitled to the benefit of the provisions of Force Majeure to the extent performance is adversely affected by any action taken by Purchaser in its governmental capacity. The Party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

13.4 Settlement of Labor Disputes. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

13.5 Force Majeure Procedure. The Party whose performance is prevented by Force Majeure must provide notice to the other Party as soon as practicable. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of Force Majeure, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

## ARTICLE XIV

## DEFAULT

14.1 Failure by Purchaser to Make Payments Due. Failure by Purchaser to make to Seller when due any of the payments for which provision is made in this Agreement shall constitute a default on the part of Purchaser.

14.2 Enforcement and Right to Discontinue Service. In the event of any default under Section 14.1, Seller shall have the right to recover from Purchaser any amount in default. In enforcement of any such right of recovery, Seller may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction and action for specific performance, as may be available to Seller to enforce any covenant, agreement, or obligation to make any payment for which provision is made in this Agreement, and Seller in its sole discretion may, upon three days written notice to Purchaser, cease and discontinue providing delivery of all or any portion of the Gas otherwise to be delivered to Purchaser at the Delivery Point under this Agreement. In the event Seller takes all or any of the actions authorized by this Section 14.2, Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Agreement.

14.3 Reinstatement of Service. If Seller exercises its right to discontinue providing Gas deliveries to Purchaser under Section 14.2, such Gas deliveries may only be reinstated upon (i) payment in full by Purchaser of all amounts then due and payable under this Agreement and (ii) payment in advance by Purchaser at the beginning of each Month of amounts estimated by Seller to be due to Seller for the future delivery of Gas under this Agreement for such Month.

14.4 Other Default by Purchaser. In the event of a failure by Purchaser to establish, maintain, or collect rates or charges adequate to provide revenues sufficient to enable Purchaser to pay all amounts due to Seller under this Agreement, or in the event of a failure by Purchaser to take from Seller its Gas supplies in accordance with the provisions of this Agreement, or in the event of any default by Purchaser under any other covenant, agreement, or obligation in this Agreement, Seller (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to Seller to enforce any covenant, agreement, or obligation of Purchaser in this Agreement.

14.5 Default by Seller. In the event of a default by Seller under any covenant, agreement, or obligation in this Agreement, Purchaser (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as may be available to Purchaser to enforce any covenant, agreement, or obligation in this Agreement against Seller.

14.6 Mediation. Notwithstanding any other provision of this Agreement to the contrary, the Parties by mutual written agreement may agree to mediate any dispute that arises under this Agreement.

14.7 Third Party Beneficiaries. It is agreed that there are no third-party beneficiaries of this Agreement and that this Agreement shall not impart any rights enforceable by any Person not a party to this Agreement.

## ARTICLE XV

## [RESERVED]

## ARTICLE XVI

## WAIVERS

No waiver by either Seller or Purchaser of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character or nature.

## ARTICLE XVII

## SUCCESSION AND ASSIGNMENT

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; provided, however, that neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement as set forth in this Article XVII without the prior written consent of the other Party. Prior to assigning this Agreement, Purchaser shall deliver to Seller (i) written confirmation from Moody's Investors Service, provided that such agency has rated and continues to rate the Bonds, that the assignment will not result in a reduction, qualification, or withdrawal of the then-current ratings assigned by Moody's Investors Service, to the Bonds; or (ii) written confirmation from Moody's Investors Service, provided that it has rated the Bonds, that the assignee has an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned by Moody's Investors Service to the Bonds. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly agree to assume, in writing, the duties and obligations under this Agreement of the assigning or transferring Party. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

## ARTICLE XVIII

## NOTICES

Except as is otherwise specifically provided in this Agreement, any notice, request, demand, or statement provided for in this Agreement must be given in writing and delivered in person, by United States mail, or by express courier to the respective Parties at the addresses shown below or at such other addresses as may hereafter be furnished to the other Party in writing, and all payments due from Purchaser under this Agreement shall be made by wire transfer to the account for payments set forth below:

Seller:

City of Leesburg, Florida

Attn:
Phone:
Fax:
Email

Payments:

Institution Wells Fargo Bank
ABA#: 121000248
DDA#: 2020050839788
Account Name: SEI PRIVATE TRUST COMPANY ACF REGIONS BANK
Originator to Beneficiary Information: CID 1001023691 BBE REV FD 2021
BIC WFBIUS6S

Purchaser:

Correspondence and notices:

City of Lakeland, Florida
501 E Lemon Street, Lakeland FL 33801
Attention: Tory Bombard, Fuels Manager
Telephone: (863) 834-6207
Fax: (863) 834-8393
Email: Tory.Bombard@lakelandelectric.com

Billing:

Attention: Fuel Department, 501 E Lemon Street, Lakeland FL 33801
Telephone: (863)834-6207
Fax: (863)834-8393
Email: Fuelinvoices@lakelandelectric.com

Florida Gas Utility:

Correspondence and notices:

Florida Gas Utility
4619 NW 53rd Avenue
Gainesville, FL 32653
Attn: Operations Director

Telephone: 352-334-0770
Facsimile: 352-334-0789
Email: notices@flgas.com

BBE:

Correspondence and notices:

The Black Belt Energy Gas District
P.O. Box 220
2003 College Avenue
Jackson, Alabama 36545
Attention: Kelly Henry, Chief Financial Officer
Telephone: (251) 751-8635
Fax: (251) 246-2479
Email: khenry@blackbeltenergy.com

Any notice initially delivered orally as may be permitted under this Agreement shall be confirmed in writing, and any notice initially delivered by facsimile transmission, email or other electronic means shall be followed by a hard copy sent by first-class mail or express courier within two days after transmission of the facsimile transmission, email or other electronic means.

**ARTICLE XIX**

**CHOICE OF LAW, JURISDICTION AND VENUE**

This Agreement shall be interpreted and construed in accordance with the applicable laws of the State of Florida, excluding conflicts of law principles which would refer to the laws of another jurisdiction. The parties consent to the jurisdiction and venue of the state courts in Polk County, Florida or the United States District Court, in and for the Middle District of Florida, Tampa Division.

**ARTICLE XX**

**MODIFICATIONS**

No modifications of the terms and provisions of this Agreement shall be or become effective except pursuant to and upon the due and mutual execution of a supplemental written amendment by the Parties.

**ARTICLE XXI**

**COMPUTATIONS**

Except as provided herein, all computations related to prices and indices performed under this Agreement shall be rounded to four decimal places ($0.0000).

## ARTICLE XXII

## REPRESENTATIONS AND WARRANTIES

22.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Purchaser:

(a) Seller is a municipal corporation, duly organized and validly existing under the laws of the State of Florida, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery, and performance by Seller of this Agreement have been duly authorized by all necessary corporate action of Seller and do not and will not require, subsequent to the execution of this Agreement by Seller, any consent or approval of the governing body or any officers of Seller.

(c) This Agreement is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to Seller's knowledge, threatened action or proceeding affecting Seller which purports to affect the legality, validity, or enforceability of this Agreement.

(e) Seller shall deliver to Purchaser as a condition precedent to Purchaser's execution of this Agreement an opinion letter of counsel to Seller, in substantially the form set forth in Exhibit E.

22.2 Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to Seller

(a) Purchaser is a municipal corporation, duly organized and validly existing under the laws of the State of Florida, and has the power and authority to own its properties, to carry on its business as now being conducted, and to execute, deliver, and perform this Agreement.

(b) The execution, delivery, and performance by Purchaser of this Agreement have been duly authorized by the governing body of Purchaser and do not and will not require, subsequent to the execution of this Agreement by Purchaser, any consent or approval of the governing body or any officers of Purchaser.

(c) This Agreement is the legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to Purchaser's knowledge, threatened action or proceeding affecting Purchaser which purports to affect the legality, validity, or enforceability of this Agreement.

(e) Purchaser shall deliver to Seller as a condition precedent to the effectiveness of this Agreement an officer's certificate to Purchaser in substantially the form set forth in Exhibit F.

(f) Purchaser shall deliver to Seller as a condition precedent to the effectiveness of this Agreement a Federal Tax Certificate in substantially the form set forth in Exhibit D and a Closing Certificate in substantially the form set forth in Exhibit H.

## ARTICLE XXIII

## CERTAIN OBLIGATIONS WITH RESPECT TO BLACK BELT'S BONDS

23.1 Tax-Exempt Status of Bonds. The Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Code. Accordingly, Purchaser agrees that it will (a) provide such information with respect to its retail electric system as may be requested by Seller (on behalf of BBE) in order to establish the tax-exempt status of the Bonds, and (b) act in accordance with such written instructions as Seller (on behalf of BBE) may provide from time to time in order to maintain the tax-exempt status of the Bonds. Without limiting the foregoing, Purchaser further agrees that it will use all of the Gas and/or Electricity purchased under this Agreement (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code, and (iii) consistent with the Federal Tax Certificate attached as Exhibit D. Purchaser agrees that it will provide such additional information, records and certificates as Seller (on behalf of BBE) may reasonably request to confirm Purchaser's compliance with this Section 23.1.

23.2 Continuing Disclosure. Purchaser agrees to provide to Seller: (a) such financial and operating information as may be requested by BBE including its most recent audited financial statements for use in BBE's offering documents for the Bonds; and (b) annual updates to such information and statements to enable Seller to comply with its continuing disclosure undertakings under Rule 15(c)2-12 of the United States Securities and Exchange Commission (the "Rule"). Failure by Purchaser to comply with its agreement to provide such annual updates shall not be a default under this Agreement, but any such failure shall entitle Seller or BBE or an owner of the Bonds to take such actions and to initiate such proceedings as may be necessary and appropriate to cause Purchaser to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

23.3 Remediation. The Parties acknowledge that Purchaser may at times need to remarket, or may at times inadvertently remarket, Gas received under this Agreement or, with respect to Electricity generated using Gas received under this Agreement, may sell or utilize the Electricity in a manner that does not comply with the Qualifying Use Requirements needs. To the extent Purchaser does so, Purchaser shall, to the extent possible, use the proceeds of such remarketing to purchase Commodities (other than Priority Commodities) that Purchaser uses in compliance with the Qualifying Use Requirements by not later than the end of the calendar quarter (each calendar quarter, a "Quarter") in which such proceeds were received. To track compliance with these requirements, Purchaser shall provide a quarterly report to Seller, FGU, BBE and Prepay LLC (delivered not later than the 15th day of each April, July, October and January until the end of the Delivery Period) (each, a "Quarterly Report") showing the following:

(a) The total quantity of Priority Commodities received by Purchaser during such Quarter;

(b) The total quantity of Priority Commodities sold or used not in compliance with the Qualifying Use Requirements (such quantity as units, "Disqualified Sale Units" and such quantity as value received, "Disqualified Sale Proceeds").

(c) If, for any Quarter, Purchaser had any Disqualified Sale Proceeds, then such Quarterly Report must also demonstrate whether such Disqualified Sale Proceeds were remediated through the purchase of Commodities (other than Priority Commodities) used in compliance with the Qualifying Use Requirements. In connection therewith, Purchaser shall report the following for any Quarter in which it had Disqualified Sale Proceeds:

(i) Purchaser's aggregate system demand for the preceding Quarter;

(ii) the total quantity (in units and dollars) of Electricity (other than Priority Commodities) purchased by Purchaser during such Quarter from generation not owned or controlled by Purchaser;

(iii) the total quantity (in units) of Electricity (other than Priority Commodities) generated using capacity owned or controlled by Purchaser during such Quarter;

(iv) the total quantity (in units) of Gas (other than Priority Commodities) used by Purchaser in generating the Electricity described in clause (c); and

(v) the amount of any Disqualified Sale Proceeds received from a "governmental person" as defined in Treasury Regulations Section 1.141-1(b) that agreed in writing to not use any part of such Gas for a "private business use" as defined in Section 141 of the Code.

23.4 Remarketing Reserve Payment. To the extent any Quarterly Report delivered under Section 23.3 does not demonstrate that all Disqualified Sale Proceeds were remediated as described above, then:(a) Such unremediated Disqualified Sale Proceeds and the associated Disqualified Sale Units shall be added to the appropriate remarketing ledgers maintained by Prepay LLC under the Prepaid Agreement, with the ledger entries dated as of the end of the first Month of the relevant Quarter, and

(b) Purchaser shall pay to Seller, for deposit into the Gas Remarketing Reserve Fund (as defined in the Bond Indenture) an amount equal to the applicable Monthly Discount multiplied by the quantity of unremediated Disqualified Sale Units (the number of MMBtus) for such Quarter. That amount shall be due in the Month following delivery of the Quarterly Report on which such Disqualified Sale Units were reported.

23.5 Special Tax Covenant. Purchaser covenants and agrees that, in the event that it issues a Notice of Termination under this Agreement, it shall not purchase any Gas acquired using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from income for federal income tax purposes pursuant to a long-term prepaid gas purchase agreement for the purpose of displacing the Gas purchased pursuant to this Agreement with Gas purchased at a lower price for a period of twenty-four (24) months following the effective date of such Notice of Termination. Notwithstanding any other provision of this Agreement, the Special Tax Covenant in this paragraph 23.5 shall survive the termination of this Agreement for a period not to exceed twenty-four (24) months.

## ARTICLE XXIV

## EXCHANGES

24.1 General Rule. Purchaser may effectuate an exchange of Delivery Points for Gas purchased under this Agreement on a daily or Monthly basis under Section 24.2 or Section 24.3; provided, however, that any failure by a third party to perform its obligations under any such exchange arrangement shall not relieve Purchaser of its obligations under this Agreement.

24.2 Description of Exchange Agreement. Purchaser may enter into an exchange agreement with a third party under which Purchaser implements redelivery of the Gas delivered at the Delivery Point ("Point A") to a delivery point on another pipeline connected with Purchaser's system ("Point B"). Under such an exchange agreement, Purchaser would deliver Gas at Point A to the exchange counterparty and receive delivery of an equivalent value of Gas at Point B from the exchange counterparty. The equivalent value of Gas at Point B may be taken by Purchaser on the same Gas Day that Gas is delivered at Point A or at any time after such Gas Day within the same or the next succeeding Month. The transaction described in this Section 24.2 is not in itself a "disqualifying use" under federal tax law in effect on the date of this Agreement.

24.3 Exchange Transactions Through a Third Party. In addition to an exchange agreement under Section 24.2, Purchaser may effectuate an exchange of deliveries of Gas at Point A (as described in Section 24.2) for deliveries at Point B (as described in Section 24.2) by entering into an agreement to provide the exchange through a third party. Under such an agreement, Purchaser would arrange for the delivery of Gas to one party ("Party 1") at Point A, and the receipt of Gas from another party ("Party 2") at Point B, either directly or through a commodity exchange such as the Intercontinental Exchange ("ICE"), and bring the arrangements with Party 1 and Party 2 to a third party for the third party to enter into. Purchaser would then enter into an exchange agreement with the third party, as described in Section 24.2 above. The transaction described in this Section 24.3 is not in itself a "disqualifying use" under federal tax law in effect on the date of this Agreement.

## ARTICLE XXV

## INTERPRETATION

25.1 Entirety of Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser with respect to the sale, delivery, purchase and receipt of the Daily Contract Quantity under the Prepaid Project, and supersedes any and all prior negotiations, understandings, or agreements, whether oral or in writing.

25.2 Headings. The headings used throughout this Agreement are inserted for reference purposes only and shall not be construed or considered in interpreting the terms and provisions of any Section or Article or the Agreement as a whole.

25.3 Severability. If any Article, Section, term, or provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said Article, Section, term, or provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either Party, the Parties agree to negotiate promptly an equitable adjustment to the provisions of the Agreement in good faith so as to place the Parties in as close to the same position as is possible under the circumstances as they were prior to such declaration by the court or other action or event.

25.4 Limited Liability. Seller and Purchaser acknowledge and agree that Purchaser's obligations under this Agreement are limited as expressly described in this Agreement and that Seller has no recourse to any other source of payment from Purchaser except as set forth in Section 11.4 of this Agreement. Seller and Purchaser acknowledge and agree that Purchaser has no recourse to any source of payment from Seller, FGU, or BBE under this Agreement except funds from the Trust Estate as defined in the Bond Indenture, and only to the extent such funds are available to be applied for such purpose in accordance with the Bond Indenture.

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## ARTICLE XXVI

## COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of which shall be deemed to be an original instrument as against a Party that has signed it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

**CITY OF LAKELAND, FLORIDA**

| | |
|---|---|
| By: ________________________________ | Attested By: ________________________ |
| Printed Name: H. William Mutz | Printed Name: Kelly S. Koos |
| Title: Mayor | Title: City Clerk |

Approved as to form and correctness:

By: ________________________________

Palmer C. Davis, City Attorney

**CITY OF LEESBURG, FLORIDA**

| | |
|---|---|
| By: ________________________________ | Attested By: ________________________ |
| Printed Name: ________________________ | Printed Name: ________________________ |
| Title: ________________________________ | Title: ________________________________ |

Signature Page to the Gas Sales Contract

**EXHIBIT A**

**DELIVERY POINTS**

For Deliveries on SONAT pipeline:

SONAT Z0 Pool (Primary Meter 611001)

For Deliveries on Transco pipeline:

Deliveries shall be made to any of the following Primary Delivery Points to the extent that J. Aron has entered into an agreement for deliveries thereto with an upstream supplier proposed by Purchaser for deliveries to such delivery point:

| LOCATION_ID | PRIMARY DELIVERY POINT | COUNTY_NAME | STATE |
|---|---|---|---|
| 9005542 | STA 85 POOL ZN4A | CHOCTAW | AL |
| 9004982 | PINE VIEW M3617 | CHOCTAW | AL |
| 9003962 | SCOTT MOUNTAIN M3601 | CHOCTAW | AL |

In the absence of an upstream supply contract for deliveries to any of the delivery points listed immediately above, Seller shall deliver the applicable Daily Contract Quantities to the Transco Station 85 Pool Delivery Point.

**EXHIBIT B**

**DAILY CONTRACT QUANTITIES/INDEX PRICE**

For Deliveries on SONAT Pipeline:

| **Delivery Point** | **MMBtu/Day** | **Index Price** | **Delivery Point Premium ($/MMBtu)** |
|---|---|---|---|
| SONAT Z0 Pool | 4,200 | *Inside FERC's Gas Market Report, a publication of S&P Global Platts, a division of S&P Global Inc., in the table entitled "Monthly Bidweek Spot Gas Prices – Platts Locations ($/MMBtu)", under the heading "Louisiana/Southeast", for Southern Natural, La. under the column "Index"* | Not Applicable |

For Deliveries on Transco Pipeline:

| **Delivery Point** | **MMBtu/Day** | **Index Price** | **Delivery Point Premium ($/MMBtu)** |
|---|---|---|---|
| Transco Station 85 Pool ZN4A, or<br><br>Pine View M3617, or<br><br>Scott Mountain M3601 | 5,800 | *Inside FERC's Gas Market Report, a publication of S&P Global Platts, a division of S&P Global Inc., in the table entitled "Monthly Bidweek Spot Gas Prices – Platts Locations ($/MMBtu)", under the heading "Louisiana/Southeast", for* Transco, zone 4 under the column "Index" | $0.05/MMBtu* |

| | | | |
|---|---|---|---|
| Transco Station 85 Pool | 5,800 (in the event that an upstream supply contract is not in place for deliveries to one of the three Primary Delivery Points identified on Exhibit A) | *Inside FERC's Gas Market Report, a publication of S&P Global Platts, a division of S&P Global Inc., in the table entitled "Monthly Bidweek Spot Gas Prices – Platts Locations ($/MMBtu)", under the heading "Louisiana/Southeast", for* Transco, zone 4 under the column "Index" | Not Applicable* |

*In the event that upstream supply contract entered into by J. Aron for deliveries to the Transco Station 85 Pool Zone 4A, Pine View M3617, or Scott Mountain M3601 Delivery Point specifies a different premium to the Transco Zone 4 Index Price, the Delivery Point Premium shall be adjusted to reflect the then-current market prices as specified in such upstream supply contract. In the event of a delivery failure under an upstream supply contract entered into by J. Aron for deliveries to the Transco Station 85 Pool Zone 4A, Pine View M3617, or Scott Mountain M3601 Delivery Point, J. Aron shall have the right to adjust from time to time the Delivery Point Premium for replacement volumes to an amount that reflects the then-current market price basis adjustment to the Transco Zone 4 Index Price.

**EXHIBIT C**

**MONTHLY DISCOUNT**

[___] per MMBtu for the period from and including April 1, 2022 to and including _______, 202_.

## EXHIBIT D

## FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Gas Sales Contract dated as of September 20, 2021 (the "Supply Agreement"), by and between the City of Leesburg, Florida ("Seller") and the City of Lakeland, Florida, on behalf of its municipal utility Lakeland Electric ("Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Purchaser acknowledges that The Black Belt Energy Gas District, is issuing the Bonds to fund the prepayment price under the Prepaid Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Purchaser's use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Purchaser is a municipal corporation and body politic created and existing under the laws of the State of Florida.

2. Purchaser will use all of the Gas acquired pursuant to the Supply Agreement to generate electricity for resale to its retail electric distribution customers within its retail electric service area, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Purchaser provided electric distribution service at all times during the 5-year period ending on December 31, 2020, and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Purchaser under state or federal law.

3. The annual average amount during the testing period of Gas purchased to generate electricity for resale to its retail customers who are located within the service area is [15,613,374] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is 3,650,000] MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [0] MMBtu. The annual average amount of Gas which Purchaser otherwise has a right to acquire as of the Closing Date is [0] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Purchaser holds in storage, and (c) the amount of Gas which Purchaser otherwise

has a right to acquire in the year described in the foregoing clause (a) is [3,650,000] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Purchaser as of the Closing Date, during any year does not exceed the sum of (i) [23]% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Purchaser who are located within the service area of Purchaser and (ii) the amount of Gas to be used to transport the prepaid Gas to Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending [December 31, 2020], and the term "service area" means (x) the area throughout which Purchaser provided electric transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in the foregoing clause (x) in which retail customers of Purchaser are located if such area is not also served by another utility providing electric services, and (z) any area recognized as the service area of Purchaser under state or federal law.

4. Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement solely from funds derived from its electric distribution utility operations. Purchaser expects to use current net revenues of its electric utility system to pay for current Gas acquisitions. There are no funds or accounts of Purchaser or any person who is a Related Person to Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Purchaser or any persons who are related persons to Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

IN WITNESS WHEREOF the undersigned has executed this Tax Certificate on and as of the date first written above.

_______________, 2021

By: ________________________________
[Name]
[Title]

**EXHIBIT E**

**FORM OF OPINION OF COUNSEL TO SELLER**

__________, 2021

City of Lakeland Florida

Re: Gas Supply Agreement dated _______ 1, 2021, by and between the City of Leesburg, Florida and City of Lakeland Florida

Ladies and Gentlemen:

We have acted as counsel to the City of Leesburg, Florida ("Seller") and in that capacity we have acted as counsel to Seller in conjunction with the above-captioned Gas Supply Agreement (the "Agreement") between Seller and the City of Lakeland Florida ("Purchaser").

This opinion is being delivered pursuant to Section 22.1 of the Agreement. Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meanings as are ascribed to them in the Agreement.

In rendering this opinion, we have examined a copy of the Agreement and such records and other documents as we have deemed necessary and relevant for the purposes of this opinion. In our examination, we have assumed that Purchaser has the right, power, authority and capacity to enter into the Agreement and that the Agreement has been duly authorized, executed and delivered by Purchaser, and we have assumed the genuineness of all signatures (other than those of officers or representatives of Seller), the authenticity of all documents submitted to us as originals, and the conformity of all original documents submitted to us as certified or photostatic copies.

As to factual matters, we have relied solely upon the documents described above, the representations and warranties of Seller contained in the Agreement, the certificate of incorporation of Seller, and various certificates and other documents furnished to us by Seller's officers and its Board of Directors and the correctness of any facts stated in any such documents, without undertaking to verify the same by independent investigation. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters.

Based on such examinations and assumptions, and subject to the qualifications that follow, we are of the opinion, on the date hereof, that:

1. Seller is a municipal corporation of the State of Florida, duly organized and validly existing under the laws of the State of Florida, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Agreement.

2. The execution, delivery, and performance by Seller of the Agreement have been duly authorized by all necessary corporate action of Seller and do not and will not require, subsequent to the execution of the Agreement by Seller, any consent or approval of the governing body or any officers of Seller.

3. The Agreement is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. As of the date of this opinion, there is no pending or, to our knowledge, threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Seller or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of the Agreement, nor to our knowledge is there any basis therefor.

5. To our knowledge, after due inquiry of representatives of Seller and longstanding counsel of Seller, the execution and delivery of the Agreement and compliance by Seller with the provisions thereof will not conflict with or constitute on the part of Seller a material breach of or default under any agreement or instrument to which Seller is a party, or violate any existing law, administrative regulation, court order or consent decree to which Seller is subject.

Notwithstanding anything to the contrary contained above, the foregoing opinions are expressly made subject to the following exceptions, qualifications, and assumptions:

(a) We express no opinion with respect to the validity or enforceability of any provisions of the Agreement or any other documents that may be read to require Seller to indemnify any party.

(b) We express no opinion as to the enforceability of provisions of the Agreement waiving, directly or indirectly, expressly or impliedly, defenses to obligations or rights granted by law, where such waivers are prohibited by law or are against public policy or any provision which is qualified by the phrase "to the extent permitted by law" or words of similar impact.

(c) We except from this opinion any provision contained in the Agreement that purports to prevent any party from raising an affirmative defense thereto, such as estoppels, illegality, etc., if such affirmative defense arises or is asserted to have arisen out of any action by any party which has not been brought to our attention, or which purports to prevent any party from raising a claim of fraud.

(d) We except from this opinion any provision contained in the Agreement that could be construed as waiving service of process or any applicable statute of limitations defense or which establishes any right to specific performance.

(e) Our opinion as to enforceability is limited by standards of good faith, fair dealing, materiality, and reasonableness that may be applied by a court to the exercise of certain rights and remedies; limitations based on statutes or on public policy limiting a contracting's right to waive the benefit of statutory provisions or of a common law right; and limitations releasing a party from or indemnifying a party against liability for its own wrongful or negligent act when such release or indemnification is contrary to public policy.

(f) Our opinion is limited to the matters stated herein and no opinion may be inferred or implied beyond the matters expressly stated herein. The opinions expressed in this letter are given solely for your use and benefit in connection with the transactions referred to herein and no other person may use or rely upon this opinion letter, nor may it be used or relied upon in any other transaction which is not related to the transactions referred to herein without our prior express written consent. This opinion is provided to you as a legal opinion only and not as a warranty or guarantee on the matter described herein or in the documents referred to herein.

(g) We are licensed to practice only in the State of Florida and we do not hold ourselves out as being experts in, nor do we express any opinion as to, the laws of any jurisdiction other than the State of Florida. Accordingly, for purposes of the foregoing opinions we have assumed that any agreement, contract or other instrument that is governed under any laws other than the laws of the State are enforceable in accordance with the terms of that document under the laws of such foreign jurisdiction.

(h) The scope of this opinion is limited to those issues and parties specifically considered herein and no further or more expansive opinion is implied or should be inferred from any opinion expressed herein. On such basis, any variation or difference in the facts upon which this opinion is based might affect our conclusions in an adverse manner and make them inaccurate.

(i) In this opinion letter issued in our capacity as counsel to Seller, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with the execution and delivery of the Agreement or any federal or state tax consequences arising from the receipt or accrual of payments under the Agreement.

(j) No attorney-client relationship has existed or exists between us and anyone other than Seller in connection with the Agreement by virtue of this opinion.

(k) In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of Seller in matters with respect to which we have been engaged by them, no information has come to our attention that would give us actual knowledge or actual notice that any such opinion or other matters are not accurate or that any of the foregoing documents, certificates, reports and information on which we have relied are not accurate and complete. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the lawyers within our firm who have devoted substantive attention to the transaction contemplated by the Agreement and not to knowledge of the firm generally.

The foregoing opinion is rendered solely for the use and benefit of Purchaser in connection with the Agreement and may not be relied upon other than in connection with the transactions contemplated by the Agreement, or by any other person or entity for any purpose whatsoever, nor may it be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned. The information set forth herein is as of the date hereof, this opinion is given as of the date hereof and no opinion is expressed as to the effect of future applicable laws and court decisions. We assume no obligation, and expressly disclaim any obligation, to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or as to any change in laws that may hereafter occur.

Sincerely,

**EXHIBIT F**

**FORM OF PURCHASER OFFICER'S CERTIFICATE**

# CITY OF LAKELAND, FLORIDA

---

**I, Kelly S. Koos**, City Clerk of the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida (the "City of Lakeland") do hereby certify, in my capacity as City Clerk of the City of Lakeland and not individually, that:

a) A Base Contract for Sale and Purchase of Natural Gas between the City of Leesburg, Florida and the City of Lakeland, Florida dated as of September 20, 2021 (the "Agreement") has been duly authorized, executed and delivered by the City of Lakeland; and

b) The Agreement constitutes a valid and legally binding obligation of the City of Lakeland enforceable against the City of Lakeland in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this [Insert Date of Closing] day of September, 2021.

__________________________________

Kelly S. Koos, City Clerk

# EXHIBIT G

## FORM OF NOTICE OF TERMINATION

The Black Belt Energy Gas District
P.O. Box 220
2003 College Avenue
Jackson, Alabama 36545
Attention: Kelly Henry, Chief Financial Officer

[City of Leesburg, Florida]

Aron Energy Prepay 6 LLC
c/o J. Aron & Company LLC
200 West Street
New York, NY 10282

Florida Gas Utility
4619 NW 53rd Avenue
Gainesville, FL 32653
Attn: Operations Director

To the Addressees:

The undersigned, duly authorized representative of the City of Lakeland, Florida ("Purchaser"), is providing this Notice of Termination pursuant to the Gas Sales Contract Agreement, dated as of September 20, 2021 (the "Supply Agreement"), between the City of Leesburg, Florida and the Purchaser.

Pursuant to Section 5.2 of the Supply Agreement, Purchaser has elected to terminate this Agreement effective as of [insert effective date consistent with requirements of Section 5.2].

Given this [___] day of [_________], 20[__].

CITY OF LAKELAND

By:_____________________
Name:

Title:

## EXHIBIT H

## FORM OF CLOSING CERTIFICATE

**CLOSING CERTIFICATE OF PURCHASER**

September 20, 2021

Re: The Black Belt Energy Gas District
Gas Supply Revenue Bonds,
Series 2021B

The undersigned _______ of the City of Lakeland Florida, on behalf of its municipal utility, Lakeland Electric (the *"Purchaser"*), hereby certifies as follows in connection with the Gas Sales Contract dated as of September 20, 2021 (the *"Agreement"*) between the Purchaser and the City of Leesburg, Florida (*"Seller"*) and the issuance and sale by The Black Belt Energy Gas District of the above-referenced bonds (the *"Bonds"*) (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement):

1. The Purchaser is a municipal corporation duly created and validly existing and in good standing under the laws of the State of Florida (the *"State"*), and has the corporate power and authority to enter into and perform its obligations under the Agreement.

2. By all necessary official action on its part, the Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Purchaser of the obligations on its part contained in the Agreement, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.

3. The Agreement constitutes the legal, valid and binding obligation of the Purchaser.

4. The authorization, execution and delivery of the Agreement and compliance with the provisions on the Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of the Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which the Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to the Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of the Purchaser pursuant to any of the foregoing.

5. The Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United

States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Purchaser is a party or to which the Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by the Purchaser under any of the foregoing.

6. Payments to be made by the Purchaser under the Agreement shall constitute a special obligation of Gas Purchaser payable solely from the amounts it charges and collects under the Gas Services Agreements with respect to the Gas purchased from the Gas Project. The application of the revenues and other available funds of the Purchaser's utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against the Purchaser in any court or administrative body which would (a) contest the right of the officials of the Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Purchaser, (c) contest the validity, due authorization and execution of the Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent the Purchaser from executing, delivering and performing the Agreement, nor to the knowledge of the Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Purchaser of its obligations under the Agreement have been duly obtained.

9. The representations and warranties of the Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to the Purchaser contained in the Official Statement dated ___________, 2021 with respect to the Bonds, including Appendix B thereto (the *"Official Statement"*), fairly and accurately describe and summarize the financial and operating position of the Purchaser for the periods shown therein, and such statements and information did not as of the date of the Official Statement and do not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting the Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to the Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

City of Lakeland

By___________________________

Name:

Title:

**RESOLUTION NO. ____________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA FINALLY ADOPTING 4.0192 MILLS AS THE FISCAL YEAR 2021-22 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA, REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE MILLAGE RATE OF 4.0192 MILLS WHICH IS 0.00% MORE THAN THE CURRENT YEAR ROLLED BACK RATE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** discussions were held during the regular commission meeting on July 12, 2021 regarding the adoption of 4.0192 mills which is the current year rolled back rate and is a decrease from the previous fiscal year.

**WHEREAS,** the Commission approved the Millage Rate of 4.0192 mills and authorized the City Manager to execute and submit the Certificate of Taxable Value for Fiscal Year 2021-22 to the Lake County Property Appraiser at its regular meeting July 12, 2021 and

**WHEREAS,** a tentative budget for Fiscal Year 2021-22 was presented to the City Commission of the City of Leesburg, Florida during workshops held July 6th, 8th and 13th, 2021, and

**WHEREAS,** following a review of the tentative budget as submitted, the City of Leesburg, Florida, determined that a millage rate of 4.0192 mills or the current year rolled back rate, is necessary to produce the budgetary revenue to fund budgetary revenue to fund budgetary operating expenditures during Fiscal Year 2021-22, and

**WHEREAS,** a Fiscal Year 2021-22 millage rate of 4.0192 mills represents the Current Year Proposed Aggregate Millage Rate which is 0.00% more than the current year rolled back rate.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Leesburg, Florida, that the tentative millage rate for the City of Leesburg, Florida, is hereby adopted at the rate of 4.0192 mills ($4.0192 per every $1,000 of taxable valuation) for the 2021 tax roll, which is the current year rolled back rate and a decrease from the prior year.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of September 2021.

________________________________
Mayor

ATTEST:

________________________

City Clerk

**RESOLUTION NO. _______________**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ADOPTING THE FISCAL YEAR 2021-22 BUDGET FOR THE CITY OF LEESBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Commission of the City of Leesburg, Florida, has held several budget work sessions for the purpose of reviewing, and, where appropriate, revising the Fiscal Year 2021-22 Budget, and

**WHEREAS**, the provisions of Section 200.065 (2)(c), Florida Statutes, commonly known as the Truth in Millage or TRIM Bill, require that the City Commission hold a public hearing and adopt a tentative budget and millage rate for the Fiscal Year 2021-22; and,

**WHEREAS,** the City Commission has tentatively adopted a budget which they feel in the best interests of citizens of the City of Leesburg, and desires by means of this resolution to finally adopt said budget for the Fiscal Year 2021-22;

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

SECTION I.

Pursuant to Section 200.065, Florida Statues, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2021-22 as reflected below, including all modifications or amendments made during this meeting, are hereby adopted as the budget for Fiscal Year 2021-22 for the City of Leesburg, Florida:

**GENERAL FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Current Ad Valorem Taxes | |
| (Based on an assessed value of $1,709,108,240*4.0192 Mills*95% less CRA's) | 5,535,488 |
| Other Taxes | 4,815,000 |
| Licenses and Permits | 1,950,770 |
| Intergovernmental Revenue | 2,816,685 |
| Charges for Services | 1,098,666 |
| Fines and Forfeits | 165,000 |
| Miscellaneous Revenues | 908,830 |
| Total Estimated Revenues | 17,290,439 |
| Other Financing Sources: | |
| Transfers from other Funds | 10,281,953 |
| Fund Balance Appropriated | 956,000 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 28,528,392 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 4,220,722 |
| Public Safety | 16,651,106 |
| Physical Environment | 120,557 |
| Transportation | 1,294,916 |
| Economic Environment | 186,964 |
| Human Services | 6,600 |
| Culture/Recreation | 4,089,846 |
| Other Uses | 118,121 |
| Non Expenditures: | |
| Transfers to other Funds | 1,839,560 |
| **TOTAL PROPOSED APPROPRIATIONS** | 28,528,392 |

**HOUSING ASSISTANCE FUND**

| | |
|---|---|
| Miscellaneous Revenues | 96,600 |
| Other Financing Sources: | |
| Fund Balance Appropriated | 55,098 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 151,698 |
| **PROPOSED APPROPRIATIONS** | |
| Economic Environment | 151,698 |
| **TOTAL PROPOSED APPROPRIATIONS** | 151,698 |

**STORMWATER FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 1,664,182 |
| Miscellaneous Revenues | 34,858 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 1,699,040 |
| **PROPOSED APPROPRIATIONS** | |
| Physical Environment | 1,683,905 |
| Non Expenditures: | |
| Reserves- Contributions to Retained Earnings | 15,135 |
| **TOTAL PROPOSED APPROPRIATIONS** | 1,699,040 |

**GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Current Ad Valorem Taxes | 229,869 |
| (Based on an assessed value of $60,202,740*4.0192 Mills*95%) | |
| Intergovernmental Revenue | 334,650 |
| Miscellaneous Revenues | 2,500 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 567,019 |
| **PROPOSED APPROPRIATIONS** | |
| Economic Environment | 365,529 |
| Non Expenditures: | |
| Debt Service | 100,870 |
| Reserve for Future Use | 100,620 |
| **TOTAL PROPOSED APPROPRIATIONS** | 567,019 |

**CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Current Ad Valorem Taxes | 206,256 |
| (Based on an assessed value of $54,018,641*4.0192 Mills*95%) | |
| Intergovernmental Revenue | 300,276 |
| Miscellaneous Revenues | 3,750 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 510,282 |
| **PROPOSED APPROPRIATIONS** | |
| Economic Environment | 237,970 |
| Non Expenditures: | |
| Debt Service | 96,018 |
| Reserve for Future Use | 176,294 |
| **TOTAL PROPOSED APPROPRIATIONS** | 510,282 |

**US HWY 441/27 COMMUNITY REDEVELOPMENT AGENCY**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Current Ad Valorem Taxes | 554,173 |
| (Based on an assessed value of $145,138,213*4.0192 Mills*95%) | |
| Intergovernmental Revenue | 806,784 |
| Miscellaneous Revenues | 15,000 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 1,375,957 |
| **PROPOSED APPROPRIATIONS** | |
| Economic Environment | 149,795 |
| Non Expenditures: | |
| Debt Service | 892,286 |
| Reserve for Future Use | 333,876 |
| **TOTAL PROPOSED APPROPRIATIONS** | 1,375,957 |

**DEBT SERVICE FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Financing Sources: | |
| Transfers from other Funds | 1,750,006 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 1,750,006 |
| **PROPOSED APPROPRIATIONS** | |
| Non Expenditures: | |
| Debt Service | 1,750,006 |
| **TOTAL PROPOSED APPROPRIATIONS** | 1,750,006 |

**CAPITAL PROJECTS FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Intergovernmental Revenue | 200,000 |
| Other Financing Sources: | |
| Transfers from other Funds | 1,375,000 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 1,575,000 |
| **PROPOSED APPROPRIATIONS** | |
| Transportation | 100,000 |
| Culture/Recreation | 1,475,000 |
| **TOTAL PROPOSED APPROPRIATIONS** | 1,575,000 |

**ELECTRIC FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 63,730,376 |
| Miscellaneous Revenues | 489,218 |
| Other Sources | 520,000 |
| Total Estimated Revenues: | 64,739,594 |
| Other Financing Sources: | |
| Fund Balance Appropriated- Renewal & Replacement | 5,210,600 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 69,950,194 |
| **PROPOSED APPROPRIATIONS** | |
| Physical Environment | 61,952,360 |
| Non Expenditures: | |
| Transfers to other Funds | 4,652,141 |
| Debt Service | 3,345,693 |
| **TOTAL PROPOSED APPROPRIATIONS** | 69,950,194 |

**GAS FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 8,412,816 |
| Miscellaneous Revenues | 56,100 |
| Other Sources | 86,875 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 8,555,791 |
| **PROPOSED APPROPRIATIONS** | |
| Physical Environment | 6,900,679 |
| Non Expenditures: | |
| Transfers to other Funds | 802,871 |
| Debt Service | 352,241 |
| Reserves- Contributions to Retained Earnings | 500,000 |
| **TOTAL PROPOSED APPROPRIATIONS** | 8,555,791 |

**WATER FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Licenses and Permits | 447,102 |
| Charges for Services | 9,166,981 |
| Miscellaneous Revenues | 102,241 |
| Other Sources | 375,000 |
| Total Estimated Revenues: | 10,091,324 |
| Other Financing Sources: | |
| Fund Balance Appropriated- Renewal & Replacement | 2,105,000 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 12,196,324 |
| **PROPOSED APPROPRIATIONS** | |
| Physical Environment | 8,756,435 |
| Non Expenditures: | |
| Transfers to other Funds | 1,108,156 |
| Debt Service | 1,536,405 |
| Reserves- Contributions to Retained Earnings | 795,328 |
| **TOTAL PROPOSED APPROPRIATIONS** | 12,196,324 |

**WASTEWATER FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Licenses and Permits | 1,069,817 |
| Charges for Services | 12,687,901 |
| Miscellaneous Revenues | 262,939 |
| Total Estimated Revenues | 14,020,657 |
| Other Financing Sources: | |
| Fund Balance Appropriated- Renewal & Replacement | 1,830,000 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 15,850,657 |
| **PROPOSED APPROPRIATIONS** | |
| Physical Environment | 10,919,266 |
| Non Expenditures: | |
| Transfers to other Funds | 987,324 |
| Debt Service | 2,579,210 |
| Reserves- Contributions to Retained Earnings | 1,364,857 |
| **TOTAL PROPOSED APPROPRIATIONS** | 15,850,657 |

**SOLID WASTE FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 4,614,620 |
| Miscellaneous Revenues | 27,472 |
| Other Financing Sources: | |
| Fund Balance Appropriated | 462,788 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 5,104,880 |
| **PROPOSED APPROPRIATIONS** | |
| Physical Environment | 4,316,309 |
| Non Expenditures: | |
| Transfers to other Funds | 788,571 |
| **TOTAL PROPOSED APPROPRIATIONS** | 5,104,880 |

**AIRPORT FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Licenses and Permits | 19,288 |
| Intergovernmental Revenue | 2,527,400 |
| Charges for Services | 225,000 |
| Miscellaneous Revenues | 1,168,563 |
| Total Estimated Revenues | 3,940,251 |
| Other Financing Sources: | |
| Fund Balance Appropriated | 321,344 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 4,261,595 |
| **PROPOSED APPROPRIATIONS** | |
| Transportation | 4,261,595 |
| **TOTAL PROPOSED APPROPRIATIONS** | 4,261,595 |

**POLICE PENSION FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Taxes | 227,475 |
| Miscellaneous Revenues | 1,735,914 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 1,963,389 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 1,222,000 |
| Non Expenditures: | |
| Reserves- Contributions to Fund Balance | 741,389 |
| **TOTAL PROPOSED APPROPRIATIONS** | 1,963,389 |

**FIRE PENSION FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Taxes | 152,264 |
| Miscellaneous Revenues | 1,524,721 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 1,676,985 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 1,515,000 |
| Non Expenditures: | |
| Reserves- Contributions to Fund Balance | 161,985 |

| | |
|---|---|
| **TOTAL PROPOSED APPROPRIATIONS** | 1,676,985 |

**GENERAL EMPLOYEE'S PENSION FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Miscellaneous Revenues | 3,245,409 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 3,245,409 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 3,020,000 |
| Non Expenditures: | |
| Reserves- Contributions to Fund Balance | 225,409 |
| **TOTAL PROPOSED APPROPRIATIONS** | 3,245,409 |

**HEALTH INSURANCE FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 7,077,925 |
| Miscellaneous Revenues | 422,075 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 7,500,000 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 7,500,000 |
| **TOTAL PROPOSED APPROPRIATIONS** | 7,500,000 |

**WORKERS' COMPENSATION FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 659,550 |
| Miscellaneous Revenues | 12,500 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 672,050 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 618,302 |
| Non Expenditures: | |
| Reserves- Contributions to Fund Balance | 53,748 |
| **TOTAL PROPOSED APPROPRIATIONS** | 672,050 |

**RISK MANAGEMENT FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 876,886 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 876,886 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 876,886 |
| **TOTAL PROPOSED APPROPRIATIONS** | 876,886 |

**FLEET SERVICES FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Charges for Services | 2,679,955 |
| Miscellaneous Revenues | 25,000 |
| Total Estimated Revenues | 2,704,955 |
| Other Financing Sources: | |
| Transfers from other Funds | 1,012,174 |
| Fund Balance Appropriated | 192,050 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 3,909,179 |
| **PROPOSED APPROPRIATIONS** | |
| General Government | 2,897,005 |
| Non Expenditures: | |
| Transfers to other Funds | 1,012,174 |
| **TOTAL PROPOSED APPROPRIATIONS** | 3,909,179 |

**DISCRETIONARY SALES TAX FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Taxes | 2,298,165 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 2,298,165 |
| **PROPOSED APPROPRIATIONS** | |
| Non Expenditures: | |
| Transfers to other Funds | 2,298,165 |
| **TOTAL PROPOSED APPROPRIATIONS** | 2,298,165 |

**GAS TAX FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Taxes | 580,000 |
| Intergovernmental Revenue | 175,080 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 755,080 |
| **PROPOSED APPROPRIATIONS** | |
| Non Expenditures: | |
| Transfers to other Funds | 755,080 |
| **TOTAL PROPOSED APPROPRIATIONS** | 755,080 |

**BUILDING PERMITS FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Licenses and Permits | 990,000 |
| Charges for Services | 6,500 |
| Miscellaneous Revenues | 10,000 |
| Other Sources | 33,050 |
| Total Estimated Revenues | 1,039,550 |
| Other Financing Sources: | |
| Fund Balance Appropriated | 426,977 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 1,466,527 |
| **PROPOSED APPROPRIATIONS** | |
| Public Safety | 1,466,527 |
| **TOTAL PROPOSED APPROPRIATIONS** | 1,466,527 |

**POLICE FORFEITURE FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Financing Sources: | |
| Fund Balance Appropriated | 5,000 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 5,000 |
| **PROPOSED APPROPRIATIONS** | |
| Public Safety | 5,000 |
| **TOTAL PROPOSED APPROPRIATIONS** | 5,000 |

**POLICE EDUCATION RECEIPTS FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Financing Sources: | |
| Fund Balance Appropriated | 6,000 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 6,000 |
| **PROPOSED APPROPRIATIONS** | |
| Public Safety | 6,000 |
| **TOTAL PROPOSED APPROPRIATIONS** | 6,000 |

**POLICE IMPACT FEES FUND**

| | |
|---|---|
| Other Financing Sources: | |
| Fund Balance Appropriated | 10,500 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 10,500 |
| **PROPOSED APPROPRIATIONS** | |
| Non Expenditures: | |
| Transfers to other Funds | 10,500 |
| **TOTAL PROPOSED APPROPRIATIONS** | 10,500 |

**FIRE IMPACT FEES FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Financing Sources: | |
| Fund Balance Appropriated | 250 |
| **TOTAL ESTIMATED REVENUE AND OTHER RECEIPTS** | 250 |
| **PROPOSED APPROPRIATIONS** | |
| Non Expenditures: | |
| Transfers to other Funds | 250 |
| **TOTAL PROPOSED APPROPRIATIONS** | 250 |

**RECREATION IMPACT FEES FUND**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Other Financing Sources: | |
| Fund Balance Appropriated | 181,000 |
| **TOTAL ESTIMATED REVENUE AND OTHER RECEIPTS** | 181,000 |

| | |
|---|---|
| **PROPOSED APPROPRIATIONS** | |
| Non Expenditures: | |
| Transfers to other Funds | 181,000 |
| **TOTAL PROPOSED APPROPRIATIONS** | 181,000 |

**ALL FUNDS**

| | |
|---|---|
| **ESTIMATED REVENUES AND OTHER RECEIPTS** | |
| Ad Valorem Taxes | 6,525,786 |
| Other Taxes | 8,072,904 |
| Licenses and Permits | 4,476,977 |
| Intergovernmental Revenue | 7,160,875 |
| Charges for Services | 112,901,358 |
| Fines and Forfeits | 165,000 |
| Miscellaneous Revenues | 10,143,690 |
| Other Sources | 1,014,925 |
| Total Estimated Revenues | 150,461,515 |
| Other Financing Sources: | |
| Transfers from other Funds | 14,419,133 |
| Fund Balance Appropriated- Renewal & Replacement | 9,145,600 |
| Fund Balance Appropriated | 2,617,007 |
| **TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS** | 176,643,255 |

**ALL FUNDS (cont.)**

| | |
|---|---|
| **PROPOSED APPROPRIATIONS** | |
| General Government | 21,869,915 |
| Public Safety | 18,128,633 |
| Physical Environment | 94,649,511 |
| Transportation | 5,656,511 |
| Economic Environment | 1,091,956 |
| Human Services | 6,600 |
| Culture/Recreation | 5,564,846 |
| Other Uses | 118,121 |
| Non Expenditures: | |
| Transfers to other Funds | 14,435,792 |
| Debt Service | 10,652,729 |
| Reserve for Future Use | 610,790 |
| Reserves- Contributions to Fund Balance | 1,182,531 |
| Reserves- Contributions to Retained Earnings | 2,675,320 |
| **TOTAL PROPOSED APPROPRIATIONS** | 176,643,255 |

SECTION II.

This resolution shall become effective October 1, 2021.
City Commission.

**PASSED AND ADOPTED** at a regular meeting of the City Commission of the City of Leesburg, Florida held the 27th day of September 2021.

Mayor

ATTEST:

City Clerk

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 6.D.1. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director) |
| **Subject:** | Purchase request by Public Works for the furnish and installation of a new sign with digital signage at the entrance to 'The Lakefront'. |

---

**Staff Recommendation:**
Staff recommends approval of the sign design to include a 5 foot x 10 foot digital sign with an 8mm pixel pitch from Mid-Florida Signs for an amount of $112,250.00.

**Analysis:**
This purchase request is for the signage to be located at the entrance to 'The Lakefront'. It will be located in the existing island/median. The sign will be 20 feet tall and 14 feet, 9 inches wide. A rendering of the sign showing the size and different sides is attached.

The City has TWO (2) options specific to the 5 foot by 10 foot digital sign board. The first option, as recommended by staff, uses an 8 mm pixel pitch. This size pixel pitch provides a higher resolution (higher quality) image. As noted, the first option using the 8 mm pixel pitch has a cost of $112,250.00. The second option uses a 16mm pixel pitch and has a cost of $86,300.00. The 16mm pixel pitch is a lower resolution.

Staff recommends option one with the higher resolution digital sign. The commission may select from the higher resolution option (8mm) or the lower resolution (16mm) or any other option they desire.

**Procurement Analysis:**
On June 11, 2018, the City Commission approved the award of a contract to Mid-Florida Signs & Graphics to provide wayfinding, neighborhood, and other signs for City facilities.

On August 24, 2020, the City Commission approved an extension to this agreement. This purchase will be made using the existing Agreement between the City and Mid-Florida Signs & Graphics. A formal competitive solicitation for this purchase is not necessary as the City has an existing agreement for this commodity.

**Options:**
1. Approve the purchase of the sign with a higher resolution digital sign board with 8mm pixel pitch for

$112,250.00; or
2. Approve the purchase of the sign with a lower resolution digital sign board with 16mm pixel pitch for $86,300.00; or
3. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**
Funds are specifically budgeted and available for this purchase.

| | |
|---|---|
| Account No. | 031-5193-519-6410 |
| Project No. | 310051 |
| WF No. | WF1376568 / 001 |
| Requisition | 53712 |
| Budget | $117,743 |
| Available | $117,743 |

**Submission Date and Time:**

## THE LAKEFRONT — LEESBURG, FL — PROPOSED MONUMENT SIGN — SIGN 1 OPTION 2


FRONT VIEW

STREET SIDE VIEW

BUILDING SIDE VIEW

**1** **D/S MONUMENT SIGN** SCALE: 1/4"=1'

ONE (1) REQUIRED - MANUFACTURE AND INSTALL

### SIGN SPECIFICATIONS

**A**- DECORATIVE TOWER TO BE FRAMED w/ PRESSURE TREATED 2" X 4" LUMBER, COVER w/ HARDIE BOARDFIBER CEMENT LAP SIDING / PAINTED SW (COLOR TBD). CROWN TO BE ALUMINUM FABRICATED PAINTED AS SHOWN / LOGO TO BE AN ALUMINUM CABINET INFERNALLY ILLUMINATED w/ LEDs / 3/16" THICK WHITE TRANSLUCENT ACRYLIC FACES w/ DIGITALLY PRINTED GRAPHICS FOUR (4) SIDES.
COPY TO BE ALUMINUM REVERSE CHANNEL LETTERS INTERNALLY ILLUMINATED w/ LEDs / PAINTED TO MATCH PMS 349C / 2" DEEP RETURNS / MOUNTED VIA STANDOFFS FOR HALO EFFECT.
**B**- 16mm " WATCHFIRE" EMC / FULL COLOR RGB / 5' X 10' VIEWING AREA.
**C**- TO BE A D/S ALUMINUM CABINET INTERNALLY ILLUMINATED w/ LEDs / 3/16" THICK WHITE TRANSLUCENT ACRYLIC FACES w/ 3M TRANSLUCENT VINYL COPY OVERLAY / 1 ½" ALUMINUM RETAINERS PAINTED BLACK / 1 ½" ALUMINUM T-RAILS PAINTED BLACK / STREET SIDE COPY TO BE 2" DEEP ALUMINUM REVERSE CHANNEL LETTERS MOUNTED VIA STANDOFFS.
**D**- MASONRY BASE TO MATCH / COMPLIMENT BUILDING FACADE ADDRESS TO BE 1/4" THICK FCO ALUMINUM LETTERS / NUMERALS PIN MOUNTED TO BASE.

LANDSCAPING BY OTHERS

NOTE-1: ALL STRUCTURAL PIPE AND FOOTING SPECIFICATIONS SUBJECT TO ACTUAL ENGINEERING REQUIREMENTS UNIQUE TO EACH SIGN AND LOCATION.
NOTE-2: ALL SIGNS EQUIPPED WITH UL APPROVED DISCONNECT

### NIGHT VIEW- NTS


CUSTOMER APPROVAL: ______________________________ DATE: ____________

| | | | |
|---|---|---|---|
| CUSTOMER: THE LAKEFRONT | DRAWN BY: HA | REV: 01.13.21 ADDRESS / SIDE TRIM HA | |
| LOCATION: LEESBURG, FL | DATE: 12/17/2019 | REV: 01.15.21 CHANGED ADDRESS HA | |
| TITLE: MONUMENT SIGN | QUOTE No: | REV: | |
| | | REV: | |
| | | REV: | |

WSA WORLD SIGN ASSOCIATES · ISA · SSSA Southern States Sign Association Share. Learn. Grow. · ABC Associated Builders and Contractors, Inc. MEMBER · UL

FLORIDA STATE LICENSE ES12000754

Signs designed and installed to meet the Florida Building Code FBC (2017 ed.). This sign is intended to be installed in accordance with the re uirements of Article 600 of the National Electrical Code and/or other applicable local codes NEC (2014 ed.). This includes proper grounding and bonding of the Sign. All signs are UL listed per NEC.
This design is the property of MID-FLORIDA SIGNS & GRAPHICS and is submitted for your exclusive review under the agreement that the content herein will not be reproduced, copied, lent or shown to any other contractor or put to any other use without express written consent.

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Tel: 352.787.8986 • Fax: 352.787.9427

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 6.D.2. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Al Minner, (City Manager) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida Authorizing the City Manager to repair drainage issues in Arlington Ridge for an amount of up to $250,000; and providing an effective date. |

---

**Staff Recommendation:**
Authorize the City Manager to spent up to $250,000 to make drainage improvements on White Plains Way in the Arlington Ridge Subdvision.

**Analysis:**


Approximately 30 dewling units on White Plains Way (highlighted above) are experiencing drainage problems. There are numerous reasons for the drainage problems. However, storm water is trapped between the "driving range mound" and structures, causing flooding in the typical rainfall event. To examine a solution, Keith Riddle was retained, who is recommending the addition of gutters, drop inlets and pipe to help water escape from the backyards, through underground pipe, towards White Plains Way.

City Staff has been in contact with the current developer (INB Homes) in order to determine the best approach to correct the situation. The original developer is no longer in operation. While a best approach has not been determined at this time, staff is of the opinion that a hybrid may be developed with INB. Until such time; however, staff seeks authorization to spend up to $250,000 funding with StormWater and Building Department reserves to correct the problem as soon as the rainy season stops.

Staff has also sought cost estimates from Johnson-Laux to build the design improvements. Their estimate was $250,000.

**Procurement Analysis:**

**Options:**

**Fiscal Impact:**

**Submission Date and Time:**

**RESOLUTION NO. ___________**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER TO REPAIR DRAINAGE ISSUES IN ARLINGTON RIDGE FOR AN AMOUNT OF UP TO $250,000; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the City Commission is hereby authorized to execute this resolution providing the City Manager with authority to spend up to $250,000 to make drainage improvements along White Plains Way. Funds shall be allocated from the Stormwater and Building Funds.

**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 27th day of September 2021.

_________________________________
Mayor

ATTEST:

________________________
City Clerk

# City of Leesburg
# Lake Front City

## Agenda Memorandum

| | |
|---|---|
| **Item No:** | 6.D.3. |
| **Meeting Date:** | September 27, 2021 |
| **From:** | Al Minner, (City Manager) |
| **Subject:** | Resolution of the City Commission of the City of Leesburg, Florida, approving American Recovery Grant Projects |

---

**Staff Recommendation:**
The City Manger's Office recommends approval of the attached resolution which formalizes the projects which will be funded with American Recovery Art Grant dollars.

**Analysis:**
At the Monday, September 13, 2021 Regular Meeting the Commission preliminarily reviewed a list of potential projects to fund using the American Recovery Grant Program (ARP). Those projects were as follows:

| PROJECT | AMOUNT | |
|---|---|---|
| Grant Administration | $ | 50,000 |
| Boys and Girls Club Operation Loss Replacement | $ | 400,000 |
| West Leesburg Community Development Corporation | $ | 750,000 |
| Leesburg Community Development Corporation | $ | 750,000 |
| City of Leesburg Revenue Loss Replacement | $ | 1,000,000 |
| Pine Street | $ | 2,400,000 |
| Turnpike Wastewater Facility Expansion (Or Other Resue Projects) | $ | 6,500,000 |
| | **$** | **11,850,000** |

These projects have been reviewed by staff and GSG and are deemed the best projects to be awarded ARP funding because:

- Previously Identified in a Master Plan
- Currently in Design

- Most Closely Coincide with Grant Spending Parameters
- Target Projects or People most affected by the COVID Pandemic

For the above reasons, the Office of the City Manger does not change the spending recommendation (With the exception that the Turnpike Wastewater Facility Project may be replaced or modified by Reuse Projects which will provide better environmental protection, enhanced water conservation measures and decease future water supply costs).

At the request of Commission Connell, below are other projects that may qualify for ARP Funding:

- Homelessness
- Water Main Replacement
- Wastewater Main Replacement
- Re-Use Main Construction
- Providing Revenue Replacement to Other Civic Organizations
    - Art Center
    - Chamber
    - Partnership

**Procurement Analysis:**

**Options:**

**Fiscal Impact:**

**Submission Date and Time:**

RESOLUTION NO. ____________

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING AMERICAN RECOVERY GRANT PROJECTS**

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

**THAT** the Mayor and City Clerk are hereby authorized to execute this Resolution establishing and allocating grant funds from the American Recovery Act Program be disbursed for the following appropriations:

| PROJECT | AMOUNT | |
|---|---|---|
| Grant Administration | $ | 50,000 |
| Boys and Girls Club Operation Loss Replacement | $ | 400,000 |
| West Leesburg Community Development Corporation | $ | 750,000 |
| Leesburg Community Development Corporation | $ | 750,000 |
| City of Leesburg Revenue Loss Replacement | $ | 1,000,000 |
| Pine Street | $ | 2,400,000 |
| Turnpike Wastewater Facility Expansion (Or Other Resue Projects) | $ | 6,500,000 |
| | **$** | **11,850,000** |

**THAT** the City Manager is authorized to use his administrative authority to execute the intent of this Resolution.

**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 27th day of September 2021.

________________________________
Mayor

ATTEST:

City Clerk

daily attendance goal of 50 current operation @ Griffin Rd.

daily attendance goal of 150 new building

**Boys & Girls Clubs of Central Florida**
**Leesburg Branch Proforma FS**
Date Printed: 06/18/2021

| | FY21-22 Budget | Proforma | Increase/(Decrease) from FY21-22 Budget | Notes |
|---|---|---|---|---|
| Public Support and Revenue | | | | |
| Public Support | | | | |
| United Way | | | | |
| United Way Designations | 0 | 0 | 0 | |
| | 0 | 0 | 0 | |
| Private Grants | | | | |
| BGCA Grants Pass-thru Grants | 0 | 0 | 0 | |
| Other Private Grants | 2,000 | 2,000 | 0 | |
| | 2,000 | 2,000 | 0 | |
| Annual Campaign | | | | |
| Individuals | 8,666 | 8,666 | 0 | |
| Corporations | 9,999 | 9,999 | 0 | |
| Foundations | 8,333 | 8,333 | 0 | |
| Special Events | 79,492 | 79,492 | 0 | |
| | 106,489 | 106,489 | 0 | |
| Federal, State & Local Grants | | | | |
| Florida Alliance Grants | 48,371 | 48,371 | 0 | |
| State of Florida Grants | 7,556 | 7,556 | 0 | |
| Other Government Grants | 15,000 | 15,000 | 0 | |
| | 70,927 | 70,927 | 0 | |
| Total Public Support | 179,416 | 179,416 | 0 | |
| Other Revenue | | | | |
| Program Service Revenue | 34,320 | 34,320 | 0 | |
| Board of Directors Dues | 600 | 600 | 0 | |
| Miscellaneous Income | 0 | 0 | 0 | |
| | 34,920 | 34,920 | 0 | |
| Total Public Support and Revenue | 214,336 | 214,336 | 0 | No change |
| Expenses | | | | |
| Personnel | | | | |
| Salaries & Wages | | | | |
| Professional Staff | 67,731 | 67,731 | (0) | |
| Support Staff | 29,702 | 144,914 | 115,211 | |
| | 97,434 | 212,645 | 115,211 | |
| Employee Benefits | | | | |
| Insurance Benefits Plan | 11,042 | 18,675 | 7,633 | |
| Pension Benefit | 6,646 | 14,536 | 7,890 | |
| Workers Compensation | 1,072 | 2,339 | 1,267 | |
| | 18,759 | 35,549 | 16,790 | |
| Payroll Taxes | 7,454 | 16,267 | 8,814 | |
| Total Personnel Cost | 123,646 | 264,461 | 140,815 | See PR config |
| Other | | | | |
| Professional Fees | 0 | 0 | 0 | |
| Pre-employment & Recruiting | 213 | 500 | 287 | Double per increase in PA's |
| Insurance | | | | |
| Property Insurance | 53 | 124 | 71 | |
| Liability Insurance | 560 | 1,867 | 1,307 | |
| Automobile Insurance | 3,648 | 4,195 | 547 | |
| Member Insurance | 214 | 373 | 159 | |
| | 4,475 | 6,559 | 2,084 | See Worksheet |
| Postage, Supplies & Printing | | | | |
| Office Supplies | 825 | 990 | 165 | |
| Postage & Delivery | 0 | 0 | 0 | |
| Outside Printing | 657 | 789 | 131 | |
| | 1,482 | 1,779 | 296 | 20% Increase |
| Program Expense | | | | |
| Program Materials | 2,694 | 3,233 | 539 | |
| Food & Dietary | 15,998 | 19,198 | 3,200 | |
| Contract Services | 5,604 | 6,725 | 1,121 | |
| Field Trips | 0 | 0 | 0 | |
| Awards & Events | 719 | 863 | 144 | |
| Other Supplies | 2,122 | 2,546 | 424 | |
| Scholarships | 3,040 | 3,648 | 608 | |
| | 30,178 | 36,213 | 6,036 | 20% Increase |
| Meals Program Food Costs | 5,486 | 5,486 | 0 | No change |
| Communications | 4,369 | 4,369 | 0 | No change |
| Rent & Utilities | | | | |
| Rent | 12,000 | 12,000 | 0 | Keep the same rent for now |
| Utilities | 0 | 19,000 | 19,000 | use JRLee before expansion |
| | 12,000 | 31,000 | 19,000 | |
| Building Repairs & Maintenance | | | | |

# Boys & Girls Clubs of Central Florida
## Leesburg Branch Proforma FS
Date Printed: 06/18/2021

| | FY21-22 Budget | Proforma | Increase/(Decrease) from FY21-22 Budget | Notes |
|---|---|---|---|---|
| Building & Grounds Maintenance | 265 | 1,500 | 1,235 | |
| Building & Grounds Supplies | 484 | 1,500 | 1,016 | |
| | 749 | 3,000 | 2,251 | |
| Equipment Expenses | | | | |
| Computer Expenses | 0 | 1,000 | 1,000 | |
| Equipment Rental & Maintenance | 2,246 | 4,000 | 1,754 | |
| Equipment Less Than $1,000 | 0 | 3,000 | 3,000 | |
| | 2,246 | 8,000 | 5,754 | Added equipment for new facility |
| Transportation Expense | | | | |
| Mileage Payments | 431 | 800 | 369 | |
| Vehicle Operating Costs | 1,294 | 1,500 | 206 | |
| | 1,725 | 2,300 | 575 | |
| Training Expense | 47 | 150 | 103 | |
| Dues & Subscriptions | | | | |
| Subscriptions & Reference Materials | 0 | 0 | 0 | |
| National & Florida Alliance Dues | 2,540 | 2,540 | 0 | |
| | 2,540 | 2,540 | 0 | |
| Service Charges | 1,269 | 1,200 | (69) | |
| Total Other Operating Expenses | 66,778 | 103,096 | 36,318 | |
| Administrative | | | | |
| Administrative Expense | 27,984 | 39,748 | 11,763 | 12% of expenses before admin allocation |
| | 27,984 | 39,748 | 11,763 | |
| Total Operating Expenses | 218,409 | 407,305 | 188,896 | |
| Net Surplus (Deficit) from Operations | (4,073) | (192,969) | (188,896) | |
| Non-Cash Revenue (Expenses) | | | | |
| PPP Loan Forgiveness | 0 | 0 | 0 | |
| Depreciation Expense | (8,804) | (12,500) | (3,696) | |
| Total Non-Cash Revenue (Expenses) | (8,804) | (12,500) | (3,696) | |
| **NET SURPLUS/(DEFICIT)** | **(12,876)** | **(205,469)** | **(192,592)** | |