

**AMENDED AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, NOVEMBER 8, 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. Leesburg Center for the Arts Murals - Maria Stefanovic

B. Main Street East and West Complete Streets Conceptual Design Alternatives

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 October 25, 2021

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida approving award of Request for Proposal 210231 for Wellness Center Management Services and authorizing the City Manager to execute a Healthcare Center Service Agreement as well as associated documents required for the management of the City Employee Wellness Center; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a U.S. Government Lease for Real Property, Lease Number HSBP-7119-L-IN0440, for the use of 1,800 square feet of User Fee Facility Inspection Services (FIS) General Aviation Facility (GAF) space and parking spaces, located at the Leesburg International Airport, to be used by U.S. Customs and Border Protection; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for, and if awarded, accept the Incumbent Worker Training (IWT) grant from Career Source Florida, for the reimbursement of training for Paramedic School, and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a 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 supply Natural Gas to Lakeland for electrical power generation purposes, authorizing the City Manager and the City Attorney to fill in blanks in the agreement pertaining to the actual discount achieved, the length of the first pricing period, and the dates the agreement is executed; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc., for professional design services for aircraft hangar buildings and associated taxilanes at the Leesburg International Airport; and providing an effective date.**
5. **Resolutions related to the Leesburg International Airport Fuel Farm Project.**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public**

Transportation Grant Agreement 444873-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the design and bidding phases of the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.

- b. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc. for professional design & bidding services related to the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida creating a fee schedule to host concerts at Pat Thomas Stadium; and providing an effective date.**
- 7. Resolution of the City of Leesburg, Florida, accepting and approving a Quitclaim Deed from Lake County Water Authority, to the City of Leesburg, Florida, for property lying in the Official Plat of the City of Leesburg, Lake County, Florida; and providing an effective date.**
- 8. Resolution of the City of Leesburg, Florida, accepting and approving a Warranty Deed from Aiysha Foster, to the City of Leesburg, Florida, for property lying in the official plat of the City of Leesburg, Lake County, Florida; and providing an effective date.**
- 9. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Corrective Quitclaim Deed between the City of Leesburg as Grantor, and Nakia Myles as Grantee, for the purpose of conveying the Grantee a portion of land owned by the City adjacent to the Grantee's property, to conform her lot to the size and configuration of other lots in the general area; and providing an effective date.**
- 10. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Independent Free Methodist Church, Inc., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
- 11. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Regional Leesburg, LLC., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
- 12. Resolution of the City Commission of the City of Leesburg, Florida,**

accepting a Utility Easement to the City of Leesburg from Wal Mart Stores East, LP, for the purpose of granting the City an easement over the property described therein; and providing an effective date.

13. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Boos - MCW Leesburg, LLC, for the purpose of granting the City an easement over the property described therein; and providing an effective date.
14. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Roland Reyes and Magdalena Reyes for the purpose of granting the City an easement over the property described therein; and providing an effective date.
15. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Randy Jones, Jr. and Emily Jones for the purpose of granting the City an easement over the property described therein; and providing an effective date.
16. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Darin W. Farber and Kristi L. Farber for the purpose of granting the City an easement over the property described therein; and providing an effective date.

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

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES:

1. None

C. NON-ROUTINE ITEMS:

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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



Lake Walls

Murals in Historic Downtown Leesburg

Transforming empty walls into an
outdoor art gallery.

The mission of CFA is to provide art education, awareness and opportunities to artists, creatives and dabblers in the North Lake County area; to enrich and inspire our community with art and culture; and to be the sense of place for local artists, creatives and dabblers to gather, create and collaborate.





What is Lake Walls?

Lake Walls will be an annual mural festival held each spring in downtown Leesburg, FL.

New artists will be invited each year from across the State of Florida to participate on a predetermined theme.

BENEFITS

Lake Walls will:

- Beautify and revitalize downtown structures,
- create community attachment to the growth of Leesburg,
- create a unique identity for the City, and
- promote tourism.



Mural Location: Tropic Theatre
Year Built: 1936 aka The Fain Theatre
122 W Main St #198, Leesburg, FL 34748
Leesburg, FL
East Facing Exterior Wall

Mural Concept:
Not chosen as of 5/27/2021
East Wall
100 ' L x 24' H
\$24,000



Mural Location: Parking Garage
Corner of Market St. and Palmetto St.
Leesburg, FL
East Facing Exterior Wall

Mural Concept:
Not chosen as of 5/27/2021
Parking Garage
East
255'L x 10' H
255' L x 5' H
5' L x 13' H Stairwell
\$41,850



Mural Location: Leesburg Partnership
415 W. Magnolia St.
Leesburg, FL
North Facing Exterior Wall

Partnership
North Wall
32' L x 16' H
\$5,000



Mural Location: Leesburg Center for the ARts
429 W. Magnolia St.
Leesburg, FL
North and West Facing Exterior Wall

West Wall
29' L x 15' H
\$10,800
Concept see attached



Mural Location: Leesburg Center for the Arts
429 W. Magnolia St.
Leesburg, FL
North Exterior Wall

North Wall
29' L x 15' H
\$10,800



Mural Location: Mystic Ice Cream
314 W. Main St.
Leesburg, FL
West Facing Exterior Wall

Mural Concept: VW Bus with Friends
Concept above is not exact.
Artist: Darrell Day
Total Mural Cost: \$10,500.00



Mural Location: Renew Day Spa
214 W Main St.
Leesburg, FL
West Facing Wall

Renew Spa
West Wall
29' L x 16' H
\$4,400



Mural Location: Leesburg Heritage Museum
6th St
Leesburg, FL
South Facing Exterior Wall

Leesburg Heritage Museum
Back Wall
46' L x 24.5' H
\$11,300



Mural Location: Water Gypsy Coffee Company
201 W. Main St.
Leesburg, FL
East Facing Exterior Wall

Water Gypsy
Side Wall
46' L x 24.5' H
\$11,300



Mural Location: Water Gypsy Coffee Company
201 W. Main St.
Leesburg, FL
East Facing Exterior Wall

Water Gypsy
Side Wall
Artist: Nicki Forde (Leesburg)
46' L x 24.5' H
\$11,300



Lake Walls Selection Process

Muralists are chosen by:

- Quality/strength of past work
- Ability to meet theme criteria
- Durability, longevity and ease of maintenance of the materials proposed.

Chosen muralists will be required:

- submit their CV,
- an artist's statement,
- images of past public murals, and a
- draft concept of the proposed mural before being approved to start work.

Prospective Artists/Muralist: Gillian Fazio
@gfazioart Lakeland, FL



Prospective Artists/Muralist:
Christian Stanley Orlando, FL



Prospective Artists/Muralist:
Cecilia Lueza





Leesburg Main Street Complete Streets Plan

Defining Success
September 2021



Executive Summary

The Leesburg Main Street Complete Streets Plan is a study supported by the City of Leesburg and the Lake~Sumter MPO. This study proposes Complete Streets improvements for both East Main Street from Canal Street to SR 44 (~0.9 miles) and West Main Street from CR 468 to US 27 (~1.8 miles) including safety and multi-modal improvements, ADA considerations, landscaping, and intersection modifications.

This report summarizes the study's planning process that took place from April 2021 to June 2022.

This document serves as the final report for the Leesburg Main Street Complete Streets Plan and is organized into the following chapters:

- Chapter 1: Defining Success
- Chapter 2: Alternatives Assessment
- Chapter 3: Concept Development and Final Recommendations

Acknowledgements

The project team would like to acknowledge the support of the Project Visioning Team (PVT) and other participating members of this study.

- Mike Woods, Executive Director Lake~Sumter MPO
- Al Minner, City of Leesburg City Manager
- Cliff Kelsey, City of Leesburg Public Works Director
- Amy Fleck, City of Leesburg Deputy Public Works Director
- Khalid Woods, City of Leesburg Deputy Public Works Director
- Ken Thomas, City of Leesburg Economic Development & Housing
- George Gadiel, Traffic, Engineer Supervisor
- Jeff Earhart, Engineering Manager
- Scott Pfender, Lake County Public Schools, Director of Transportation
- Michael Randolph, Leesburg High School Principal
- Phil Braun, JD UF Health Leesburg Hospital
- Eric Johnston, Beacon College
- Jeff Baird, Beacon College
- Trueman Hurley, Pastor of Faith World

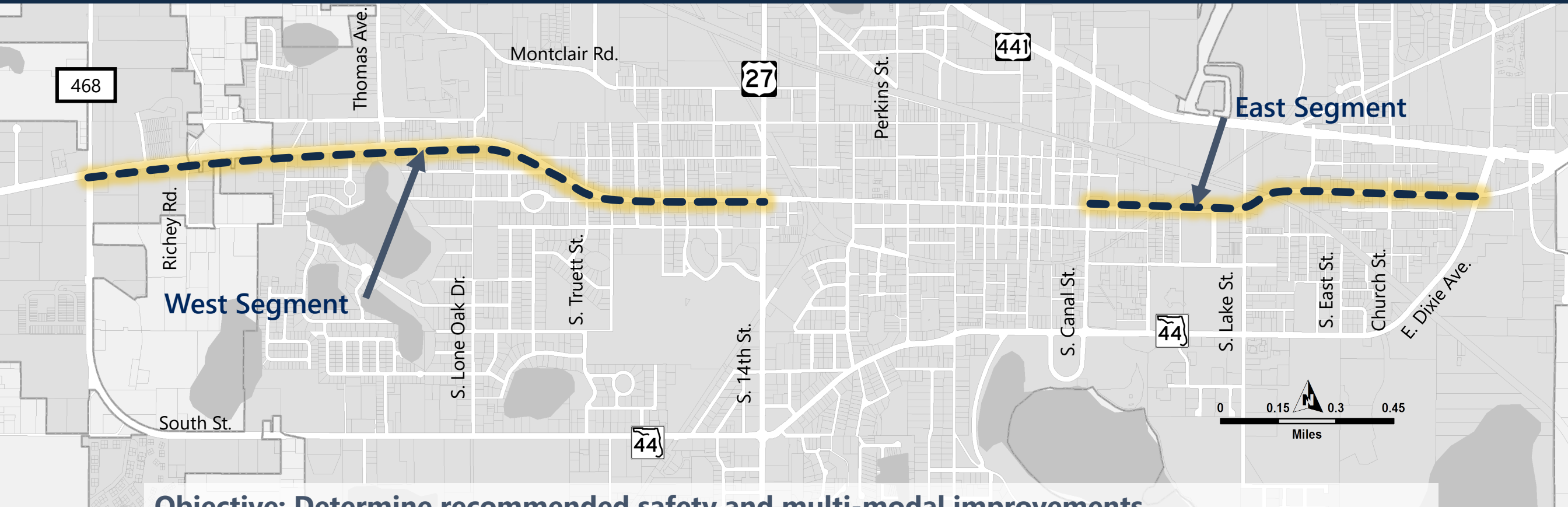
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Chapter 3: Concept Development	

Chapter 1: Defining Success



Project Overview



Objective: Determine recommended safety and multi-modal improvements

- Bicycle and pedestrian improvements
- ADA considerations
- Intersection modifications and roundabouts
- Landscaping

Public Participation Plan

The purpose of the Public Participation Plan (PPP) is to guide the public involvement process, including engaging with affected communities, property owners, agency partners, and elected officials.

A PPP for Leesburg Main Street Complete Streets Plan was developed at the beginning of the study. This includes a schedule of outreach strategies and different methodologies to communicate with stakeholders. A group of stakeholders called a Project Visioning Team (PVT) was also developed.

The complete PPP for this study can be found in **Appendix A**.

Figure 1. Project Visioning Team Meeting #1



Project Visioning Team

The Project Visioning Team (PVT) was created to help steer the study’s process, recommend alternatives, and give input on the conceptual design. To be most productive, the PVT included 15 – 20 active members and were a mix of agency representatives, special interest groups, and community members.

State & Regional

FDOT
LakeXpress

Lake~Sumter MPO

City of Leesburg

Lake County

Local Agencies

Lake County Public Schools
Leesburg High School
Leesburg Fire Department
Leesburg Police Department

Special Interest

UF Health Leesburg Hospital
Leesburg Regional Medical Center: Emergency Room

Elevate Lake
Downtown Leesburg Business Association
Leesburg Area Chamber of Commerce
Downtown Leesburg Main Street Program
Greater Leesburg Community Redevelopment Agency

Neighborhood Associations / HOAs

Faith Based Organizations

Business Owners

Project Contact Information

City of Leesburg

Cliff Kelsey

Public Works Director

cliff.kelsey@leesburgflorida.gov

Lake~Sumter MPO

Michael Woods

Executive Director

mwoods@lakesumtermpto.com

HDR

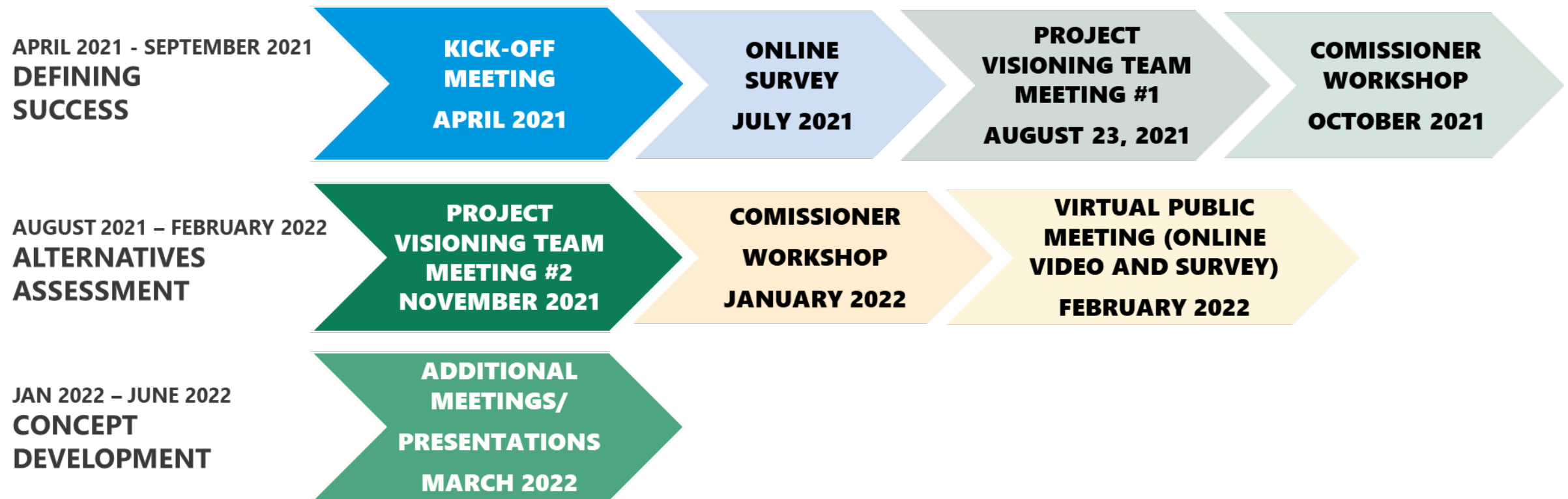
Jamie Krzeminski

Project Manger

Jamie.Krzeminski@hdrinc.com

Public Participation Plan Outline

Figure 2. Public Participation Plan Outline



Project Kick-Off Survey Overview

A kick-off survey was developed to seek input on the current conditions of East and West Main Street and get ideas for the future vision of the corridor. It was open from July 1, 2021 to August 15, 2021. The survey asked:

- How the respondents use East and West Main Street
- How often the respondents walk or run, bike, take the bus, or drive on East and West Main Street
- How they would rate the current condition of walking or running, biking, taking the bus, and driving on East and West Main Street
- Types of improvements respondents would like to see on East and West Main Street

The survey also provided insight to help understand specific comments and concerns, respondent demographics, and how respondents found out about the online survey.



50
Respondents



76%
Live and/or Work
on Main Street



76%
Travel along
Main Street

Project Kick-Off Survey Results

Regarding the current conditions of East and West Main Street, respondents rated the roadway as average for driving a car but poor for walking, riding a bike, or taking the bus. This guides the study process towards making East and West Main Street more transit, bicycle, and pedestrian friendly.

The most severe challenges facing Main Street is the need for safe places to walk, ride a bike, and cross the street.

Respondents said for both East and West Main Street that street lighting was the most important improvement. This is followed by new sidewalks and crosswalks, as well as bike lanes.

How would you rate the current conditions of traveling along **East and West Main Street**?

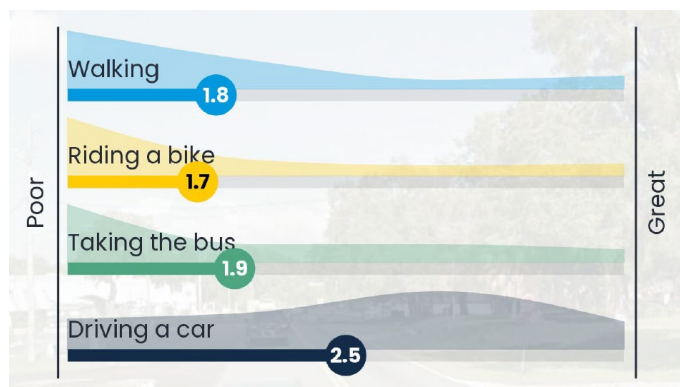
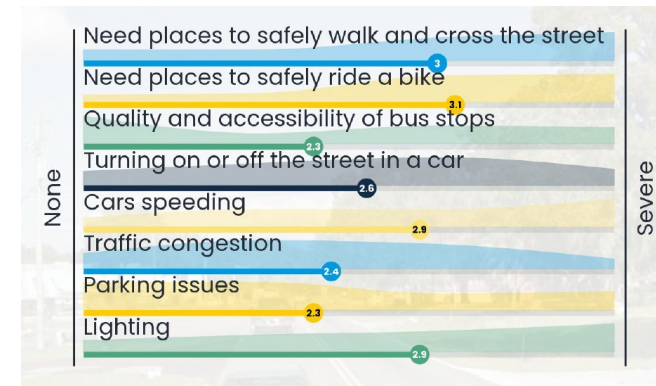


Figure 3. Kick-Off Survey Questions

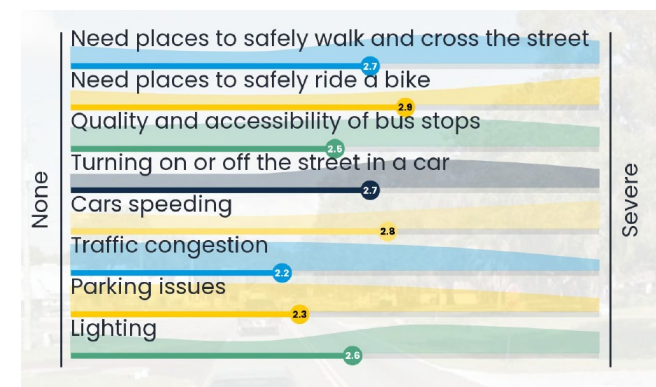
Rank the severity of the current challenges facing **West Main Street**.



Rank the importance of the following improvements for **West Main Street**.



Rank the severity of the current challenges facing **East Main Street**.



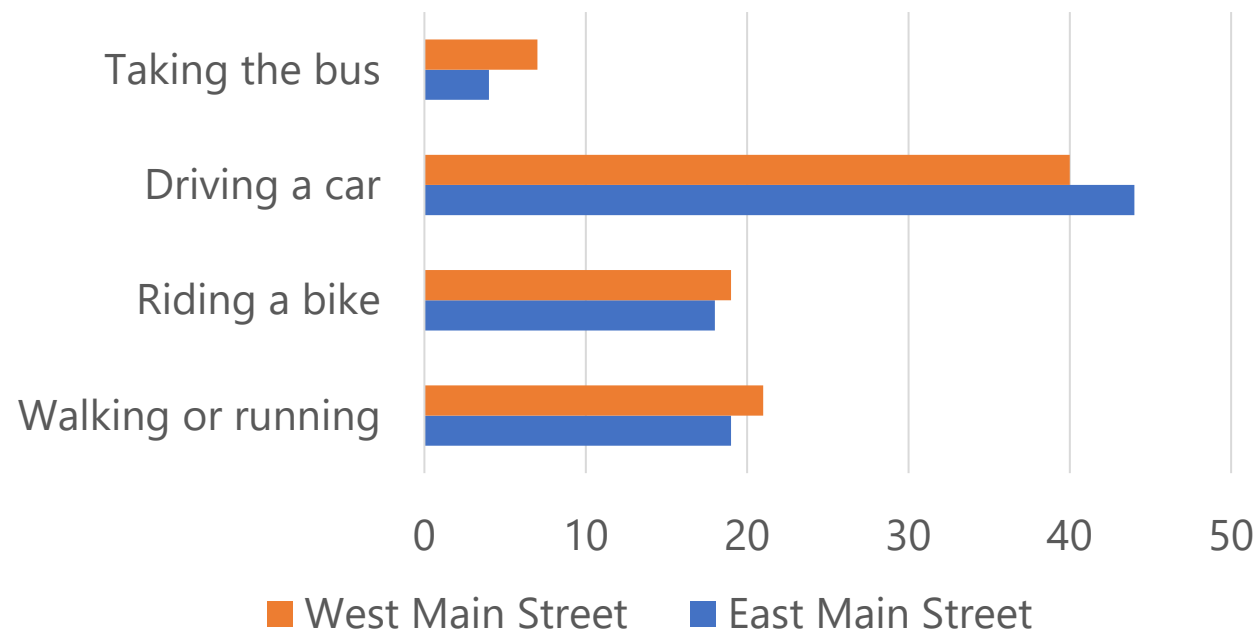
Rank the importance of the following improvements for **East Main Street**.



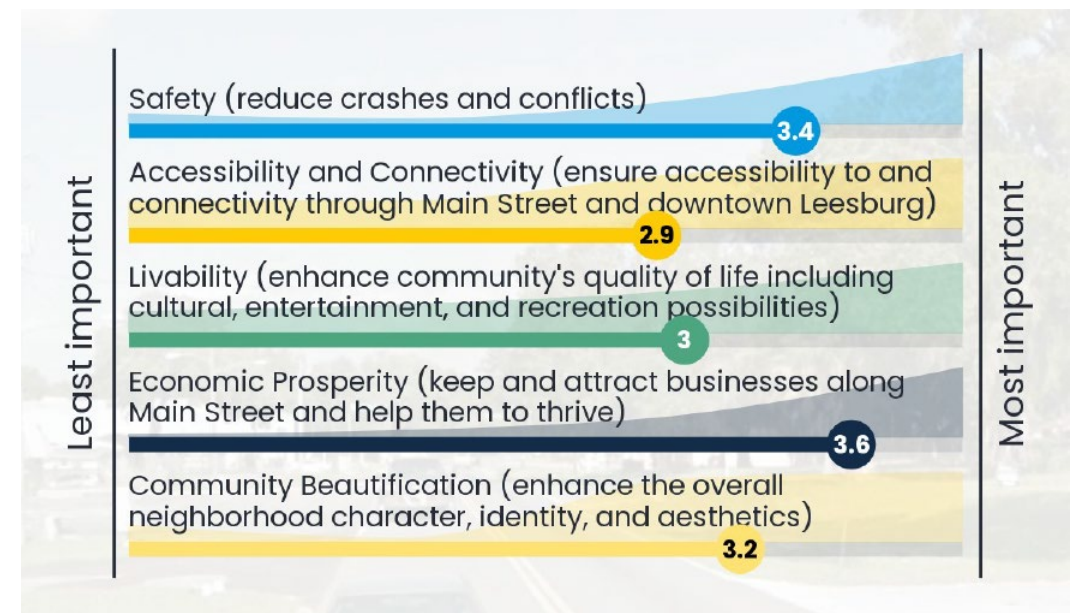
Project Kick-Off Survey Results

Figure 4. Kick-Off Survey Questions

If East and West Main Street are improved, select all of the following ways in which you would like to use it to travel?



When you envision East and West Main Street in the future, how important is each of the following goals to you?



Guiding Principles

In order to properly define success for this study, it was important to develop some key guiding principles that would inform the rest of the project. These guiding principles were defined through best practices and through public involvement.

Based on the results of the project kick-off survey, Economic Prosperity and Safety were the highest ranked goals among the respondents, with Community Beautification, Livability, and Accessibility and Connectivity close behind.



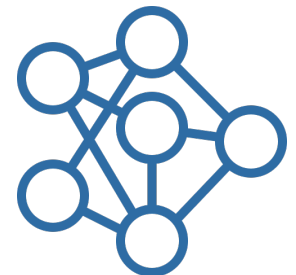
Safety
3.43



Livability
3.0



Economic Prosperity
3.59



Accessibility and Connectivity
2.93



Community Beautification
3.22

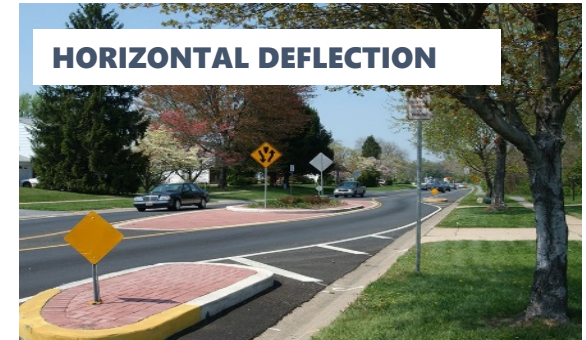
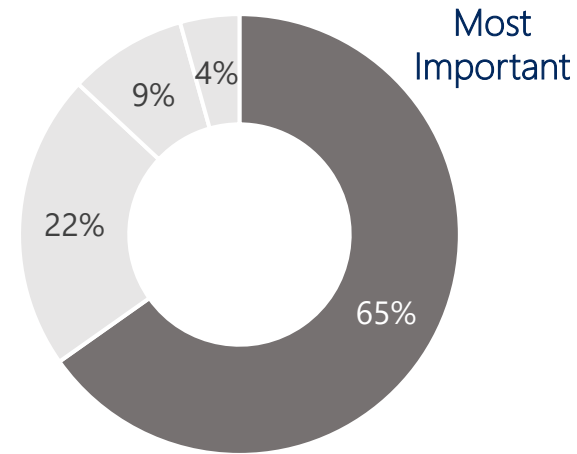
Guiding Principles



Safety - Reduce crashes and conflicts

- Reduce excessive vehicle speeds on West Main Street
- Provide a safe and comfortable place for bicyclists and pedestrians
- Provide street lighting along populated areas of Main Street
- Support students traveling to schools surrounding Main Street

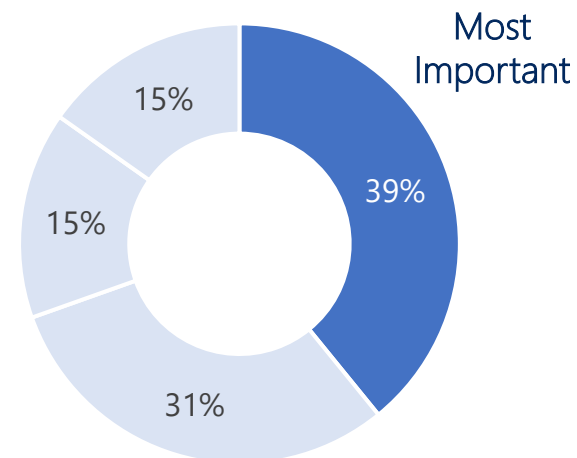
65% of survey respondents listed safety as one of their "most important" goals. 22% said safety was "fairly important", 9% said "slightly important" and 4% said "least important."



Accessibility and Connectivity - Ensure accessibility to and connectivity through Main Street and Downtown Leesburg

- Maintain consistency with and expand upon existing master plans and other proposed projects on and around East and West Main Street

Of the responses, 39% of people said Accessibility and Connectivity was "most important", followed by 31% saying it is "fairly important", 15% saying "important", and 15% saying "least important".



Guiding Principles



Livability - Enhance community's quality of life including cultural, entertainment and recreation possibilities

- Provide shade, street furnishing, planters and pedestrian scale lighting

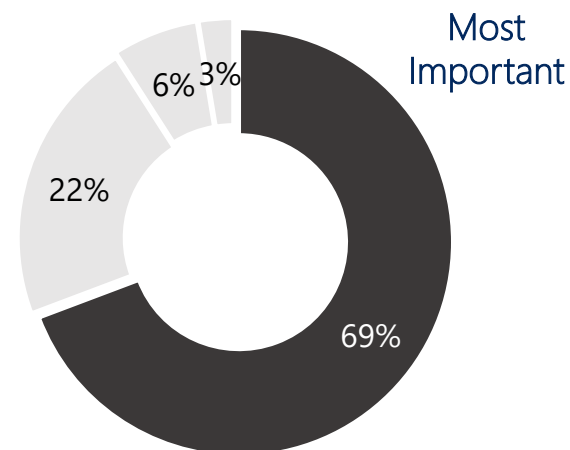
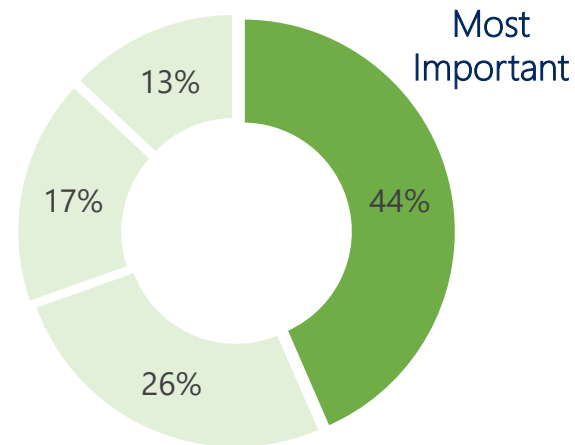
44% of survey respondents listed Livability as one of their "most important" goals. 26% said safety was "fairly important", 17% said "slightly important" and 13% said "least important."



Economic Prosperity - Keep and attract businesses along Main Street and help them to thrive

- Emphasize Main Street as a destination
- Maximize opportunities and access to Main Street in coordination with businesses / property owners, especially near Downtown

69% of survey respondents listed Economic Prosperity as one of their "most important" goals. 22% said safety was "fairly important", 6% said "slightly important" and 3% said "least important."



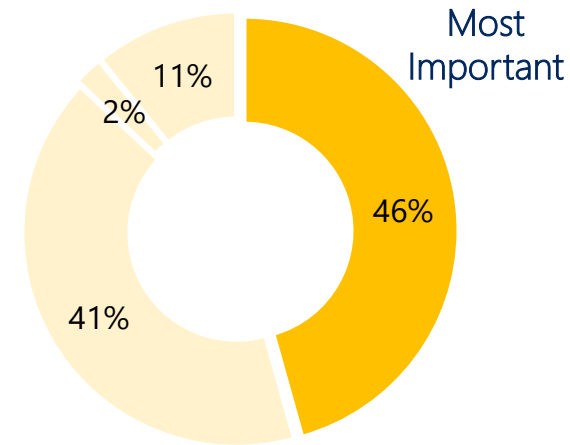
Guiding Principles



Community Beautification - enhance the overall neighborhood character, identity, and aesthetics

- Update the street design to better reflect the surrounding land uses, including pedestrian scale street lighting
- Improve drainage and consider stormwater runoff
- Provide enhanced gateways and placemaking surrounding Downtown Main Street
- Enhance landscaping, with a focus on maximizing shade

Of the last goal, Community Beautification, 46% of survey respondents listed this as one of their “most important” goals. 41% said safety was “fairly important”, 2% said “slightly important” and 11% said “least important.”



Current and Future Projects – LSMPO LRTP 2045

The LSMPO Long Range Transportation Plan (LRTP) 2045 provides a long-range look at the transportation goals within the region. The LRTP was considered in order to better understand the needs of the region and Main Street as well as maintain consistency with previously completed work.

Figure 5. Lake County Trail Master Plan Trails Map

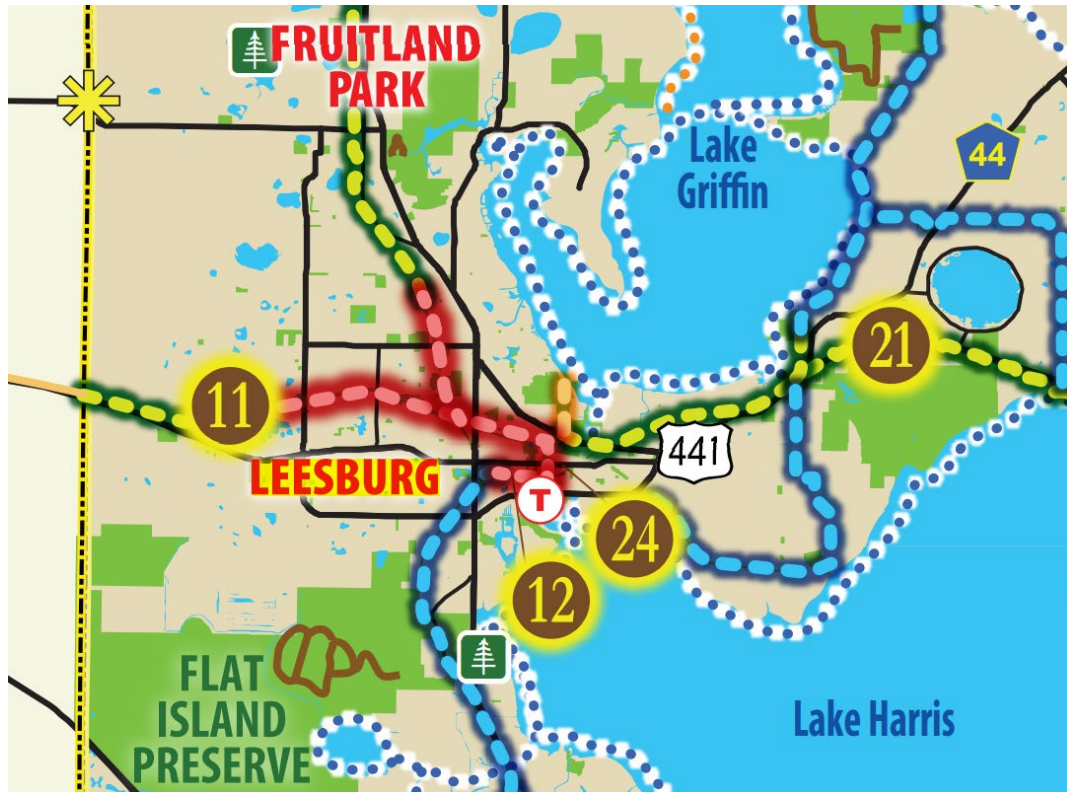
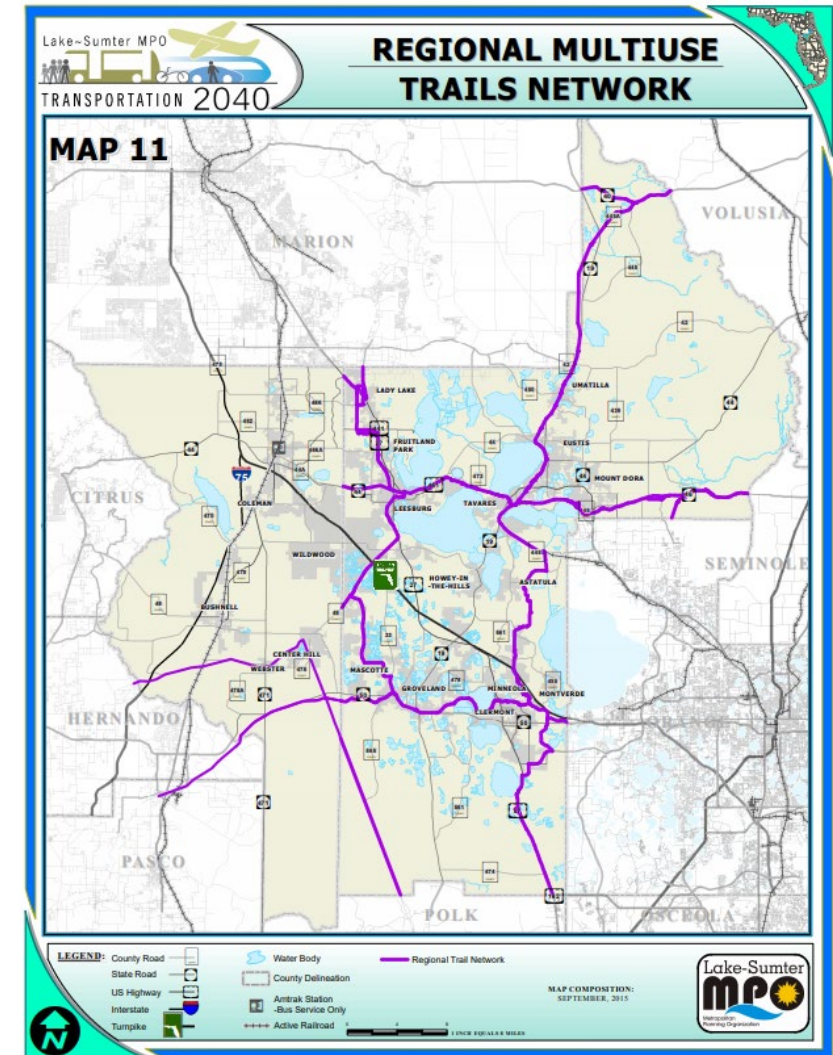


Figure 6. LSMPO LRTP 2035 Regional Trail Network Map



Current and Future Projects – Lake County Trail Master Plan

Figure 7. Lake County Trail Master Plan Map

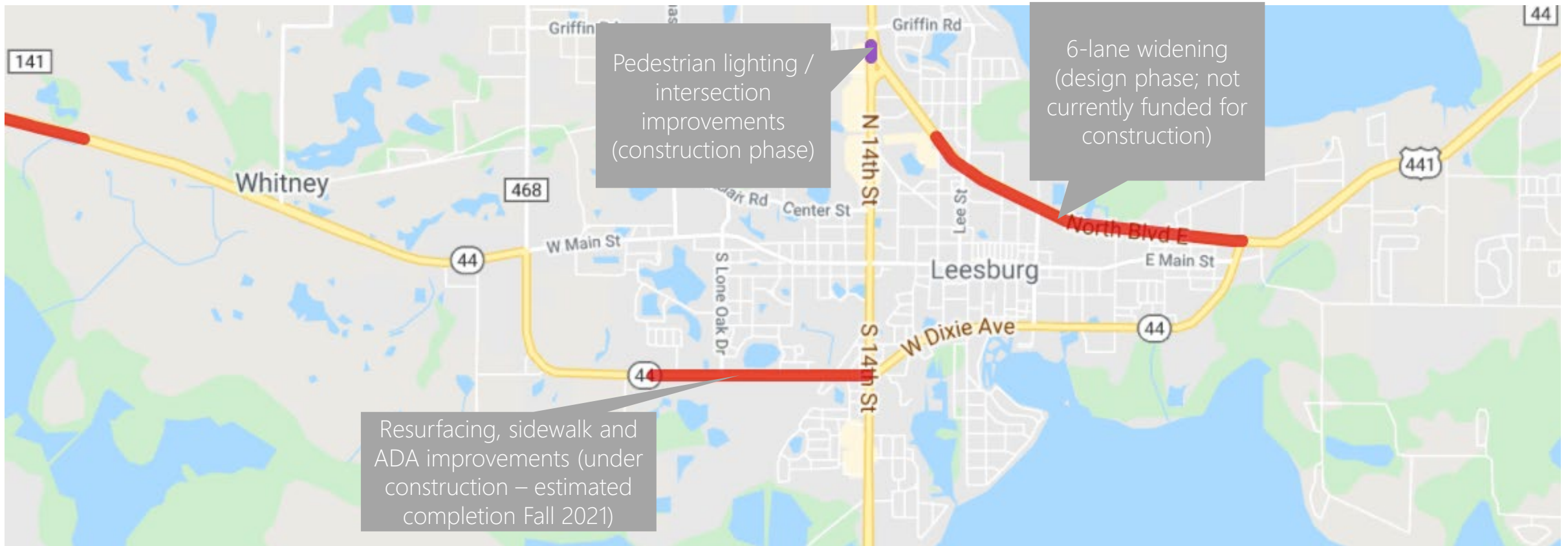


Current and Future Projects – Trail Network



Current and Future Projects – FDOT Current Work Program

Figure 8. FDOT Current Work Program Map

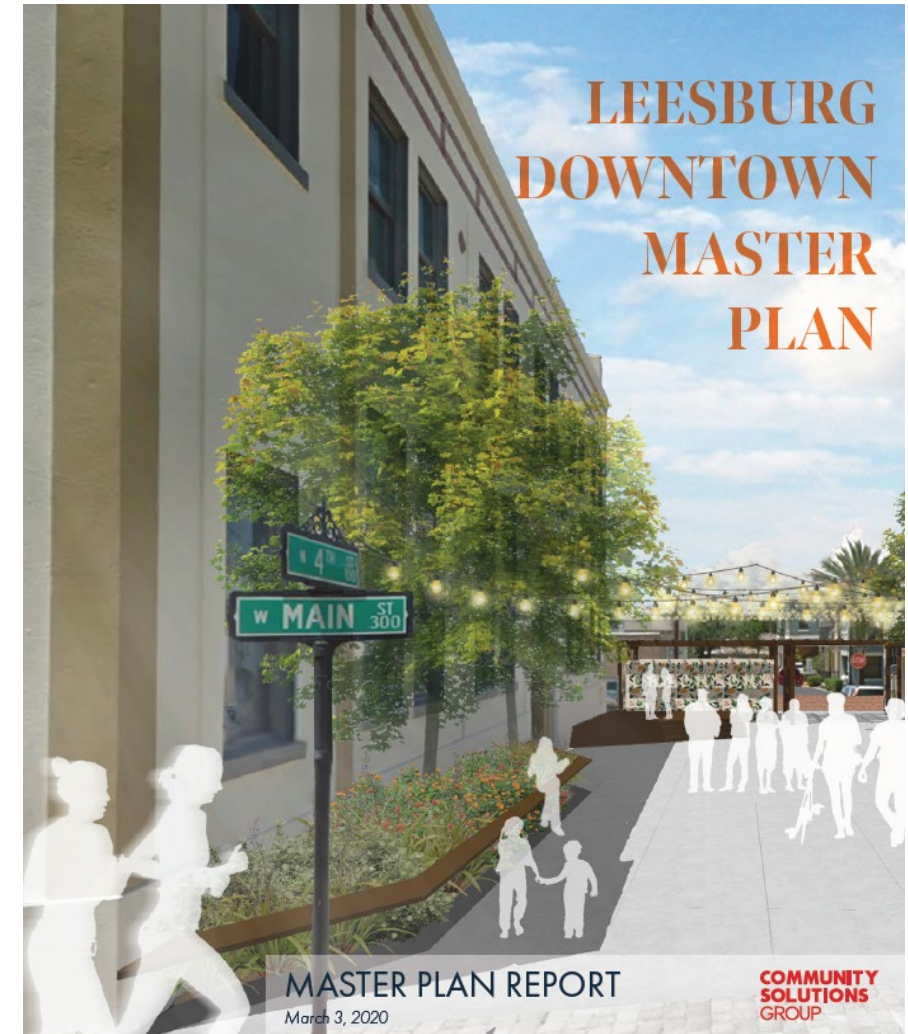


Current and Future Projects — Leesburg Downtown Master Plan

The Leesburg Downtown Master Plan (March 2020) was considered in order to understand the needs of Downtown and Main Street as well as maintain consistency with previous work.

The plan sought projects and initiatives which revitalize the Downtown as a primary place that draws residents in to reconnect, live, do business, gather for events, start a business, and enjoy the waterfront. Additionally, the Downtown Master Plan makes specific recommendations to East Main Street through the implementation of the East Main Street and Trail Project. This project would develop a section similar to the West Main streetscape, including on-street parking and include an on-street cycle track.

Figure 9. Leesburg Downtown Master Plan Cover



Current and Future Projects — US 27 Roundabout Feasibility Study

The purpose of the US 27 Roundabout Feasibility Study, undertaken as a component of a Complete Streets corridor study on US 27, was to improve multimodal access, improve safety, and enhance economic viability along US 27. This feasibility study follows FDOT's three-step Roundabout Screening Process for evaluating roundabouts on the state highway system.

Roundabouts recommended on US 27 at:

- Line Street
- Main Street (at the east end of West Main Street)
- Yellow Jacket Way

Full medians would also be included between the three roundabouts.

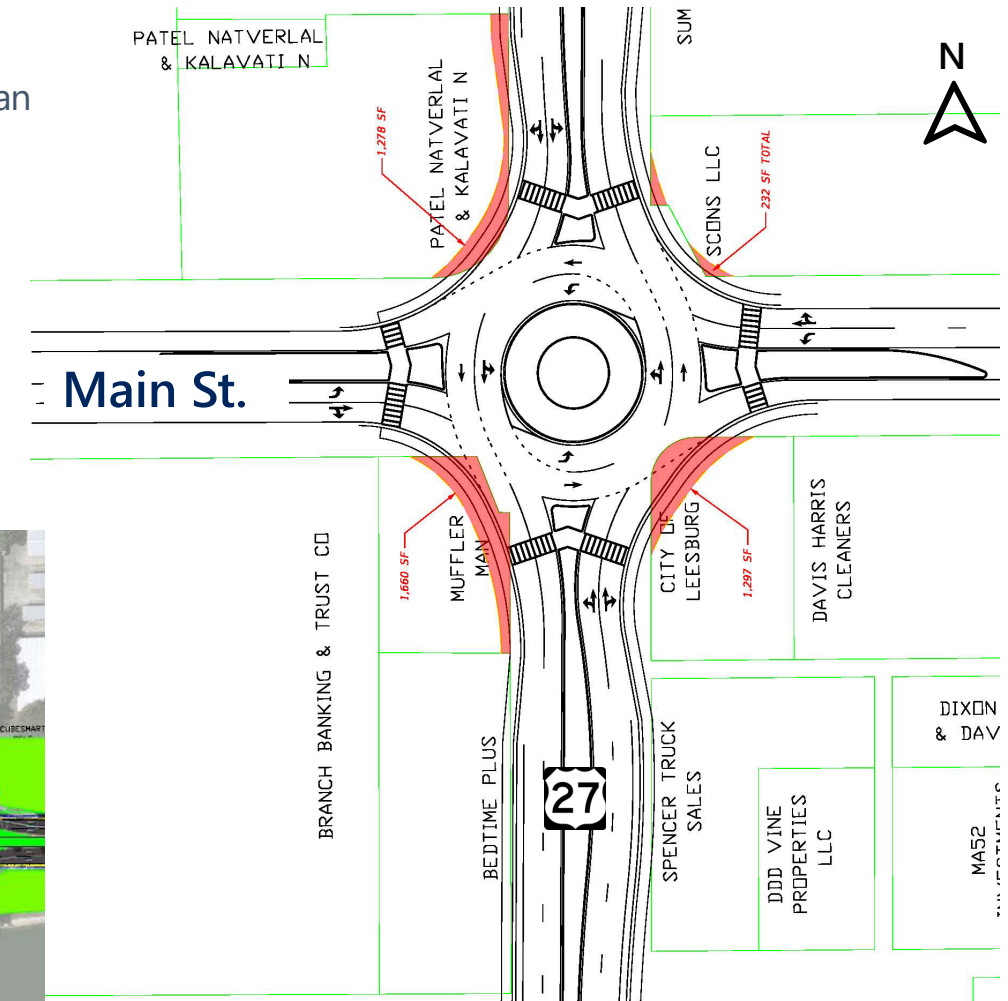
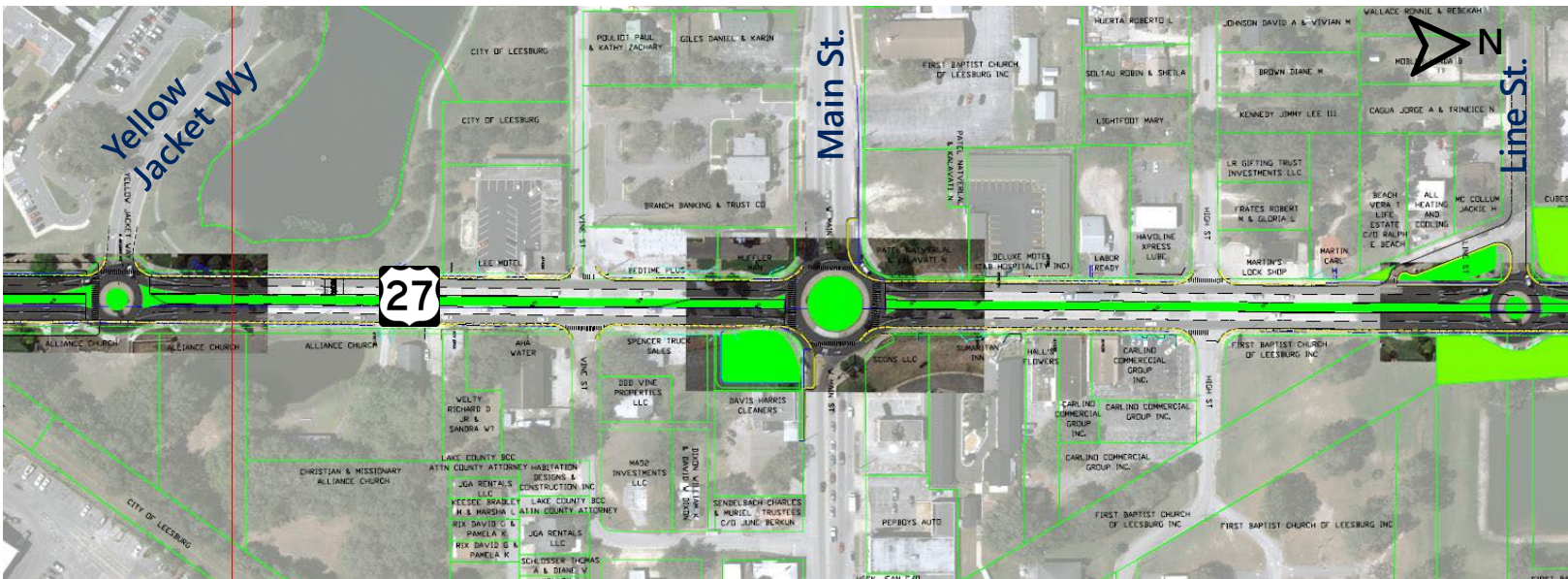
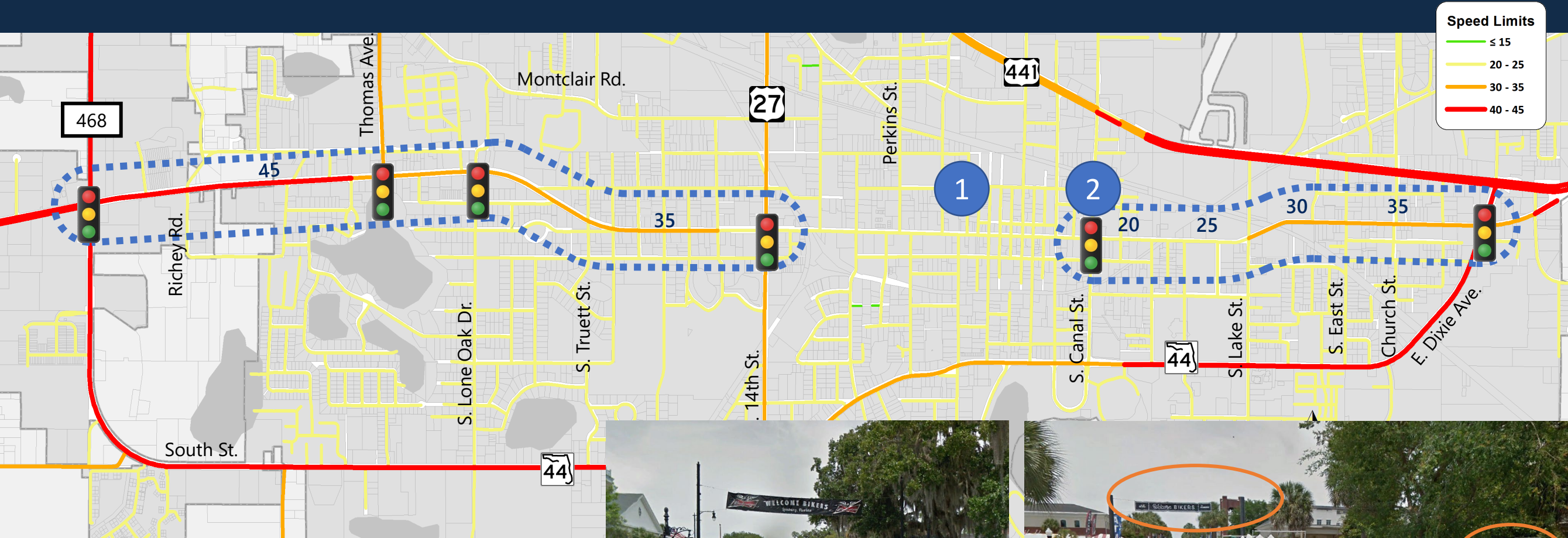


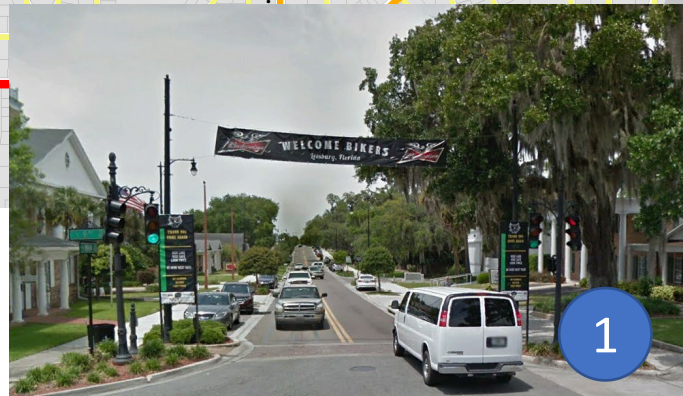
Figure 10. Example Roundabout Intersecting Main St



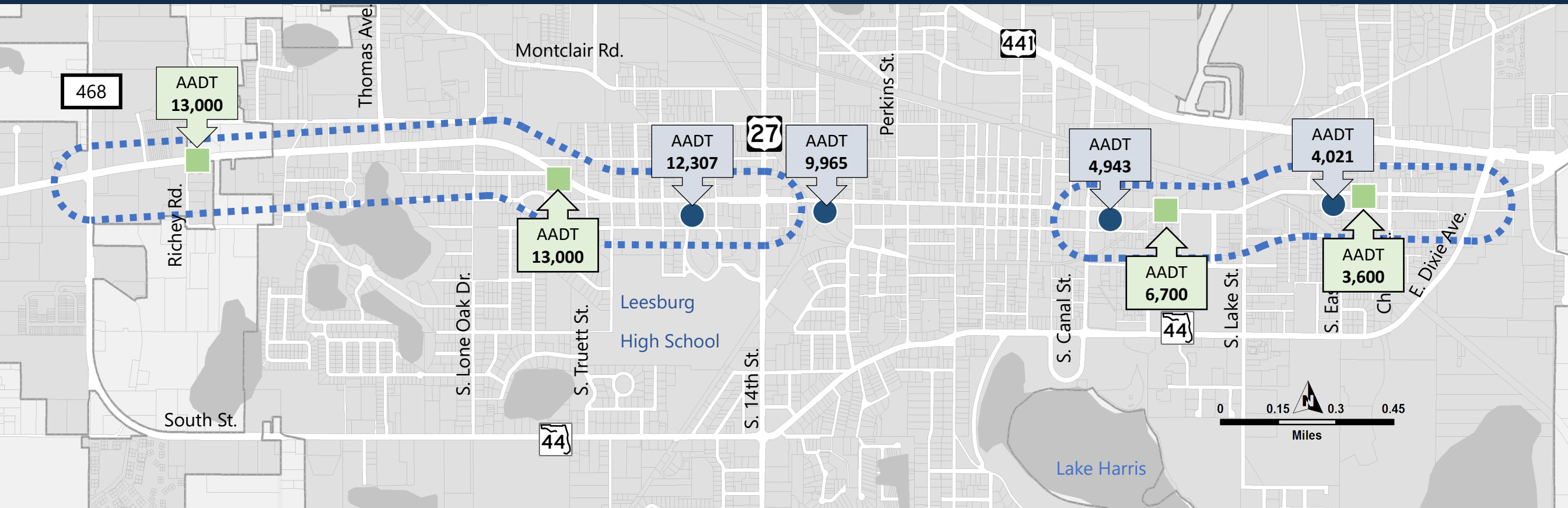
Existing Conditions: Speed Limits



- Main Street in the study area 20 -45 mph
- Main Street at Downtown 15 & 25 mph
- Most crossing streets 25-35 mph



Existing Conditions: Average Annual Daily Traffic (AADT)

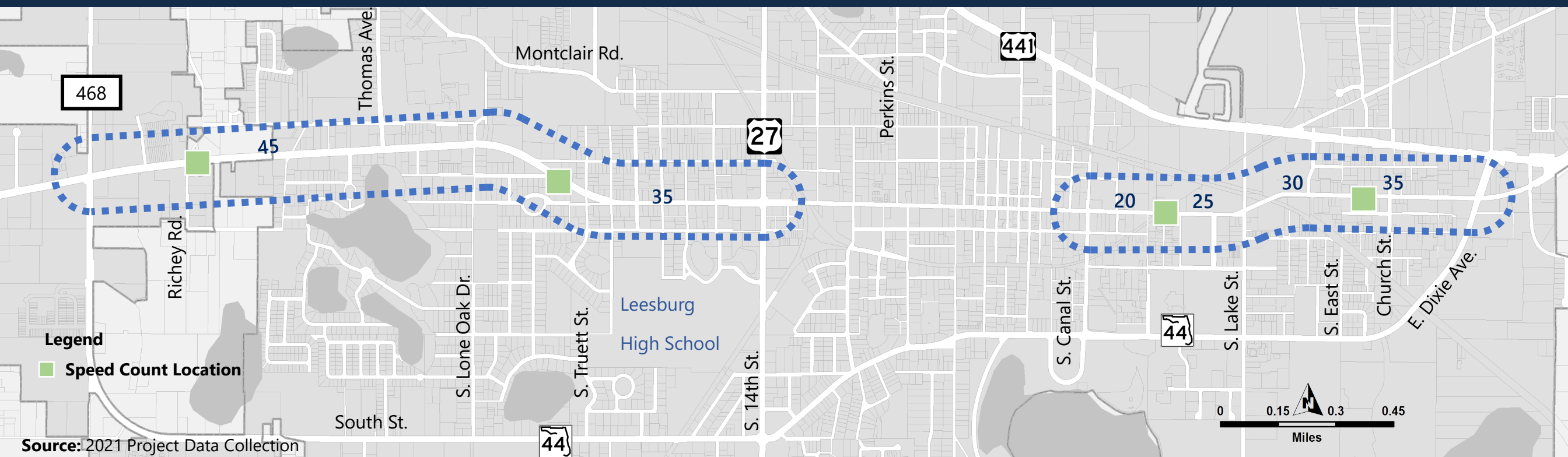


- AADT is higher on West Main Street
- AADT decreases moving east on Main Street

Legend

- 2019 Lake County Annual Traffic Counts
- 2021 Project Data Collection

Existing Conditions: Speed Summary



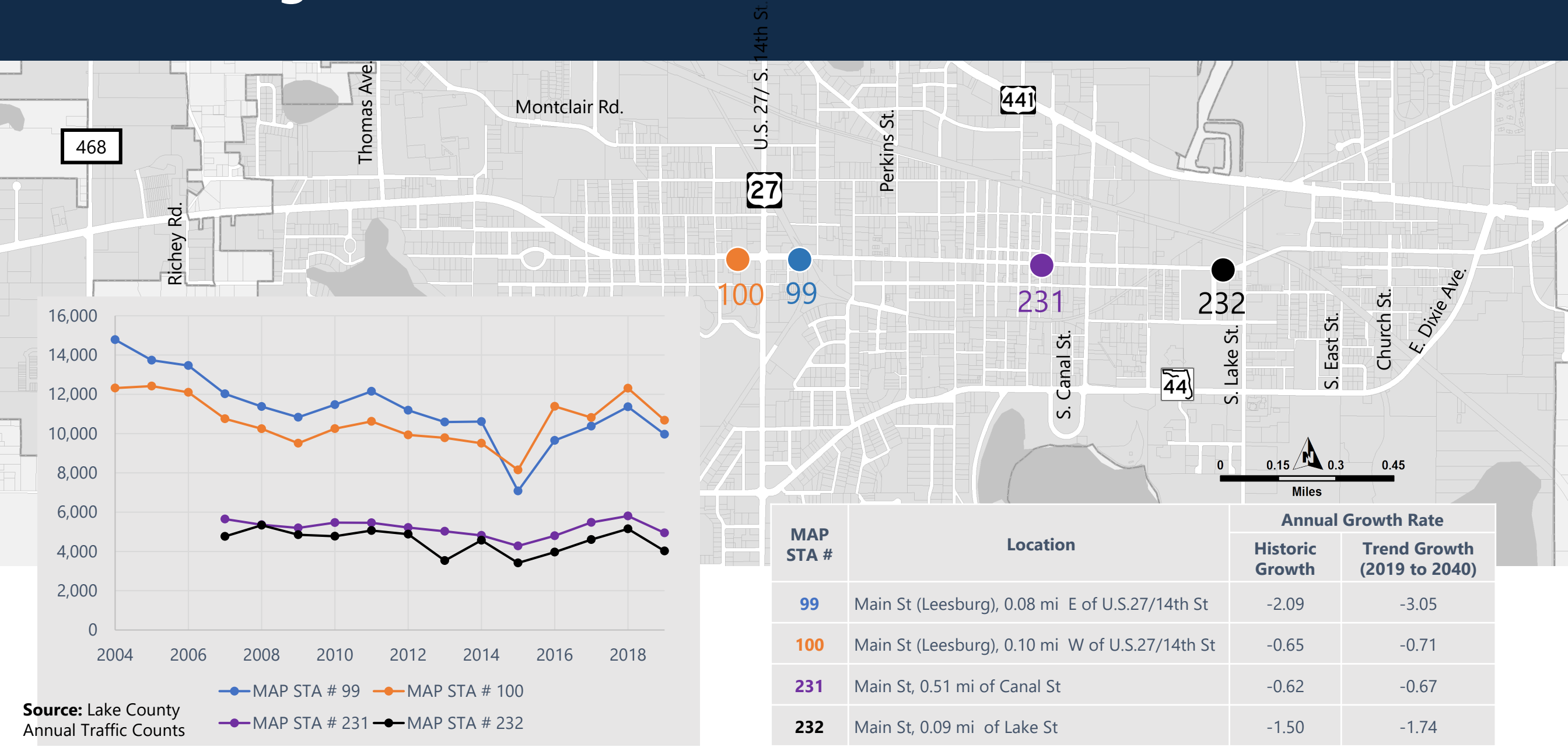
East of Westside Drive	
Posted Speed (mph)	45
85th % Speed (mph)	54
Average Speed (mph)	47
% Speeding (≥ 5mph)	28%

West of Truett Street	
Posted Speed (mph)	35
85th % Speed (mph)	42
Average Speed (mph)	36
% Speeding (≥ 5mph)	25%

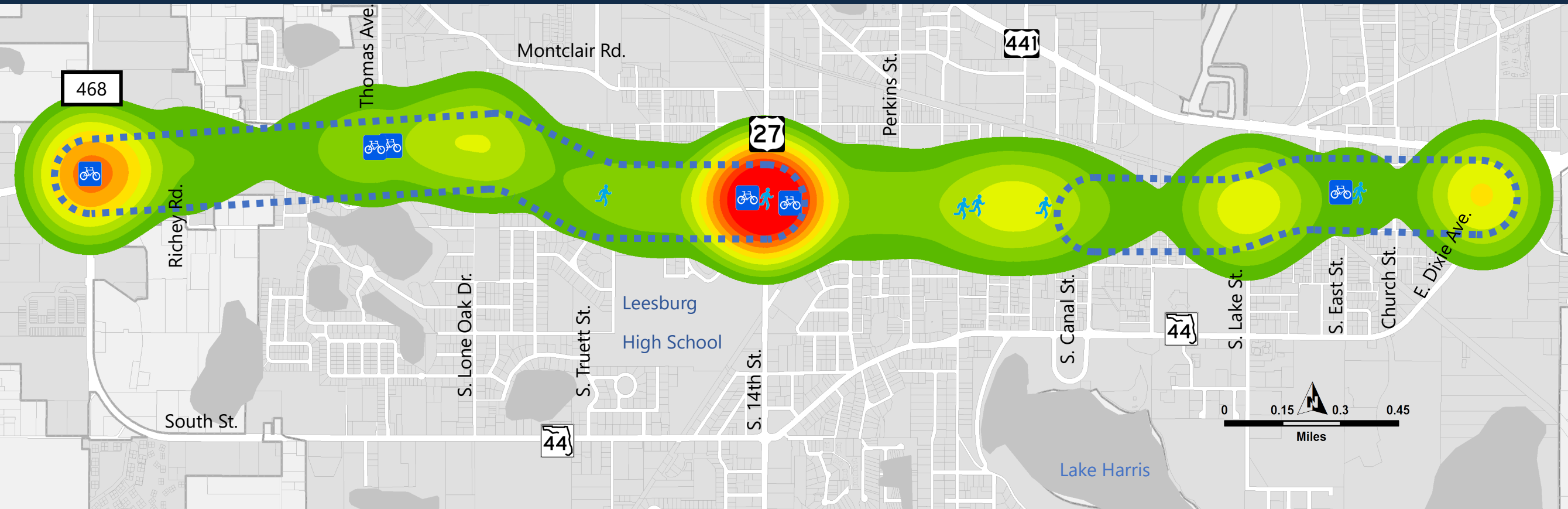
West of Rambo Street	
Posted Speed (mph)	25
85th % Speed (mph)	34
Average Speed (mph)	28
% Speeding (≥ 5mph)	34%

West of Church Street	
Posted Speed (mph)	35
85th % Speed (mph)	39.6
Average Speed (mph)	32.45
% Speeding (≥ 5mph)	13%

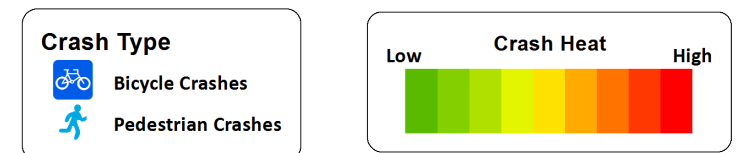
Existing Conditions: Historic Trend and Growth Rates



Existing Conditions: Crashes (2016-2020)



- 2016 -2020 Crash Data
- Highest crash density on West Main Street at the intersections of US 27 (20% of all corridor crashes) and CR 468 (16% of all corridor crashes).



Source: Signal Four Analytics

Existing Conditions: Crashes (2016-2020)

Figure 11. Crash Type (2016-2020)

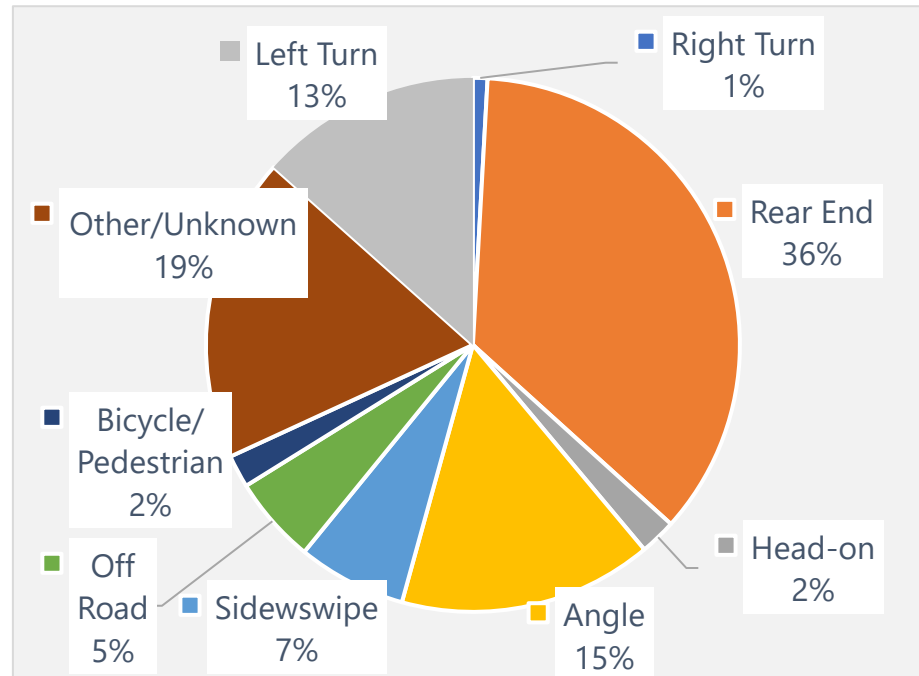
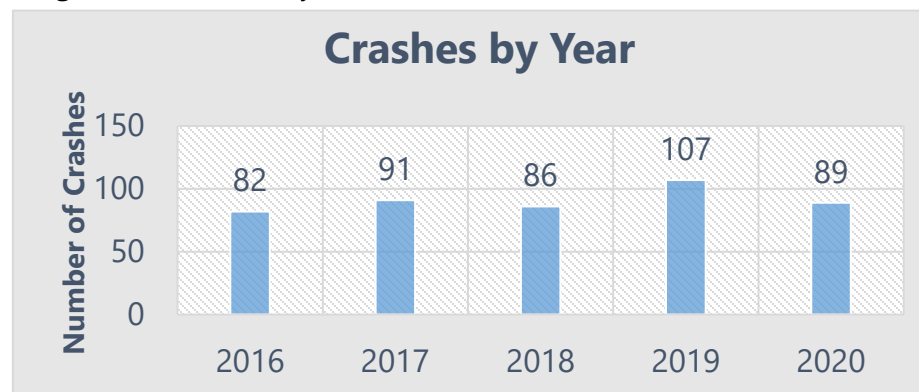


Figure 12. Crashes by Year (2016-2020)



- Between 2016 and 2020 there were a **total of 455 crashes**. Of those 455 crashes, **334 (73%)** resulted in property damage only, while **121 (27%)** resulted in injuries for those involved.
- The most frequent type of vehicle crash along East and West Main Street were rear end crashes at **36%**. Potential causes for the rear end crashes included speeding, distracted driving, and heavy traffic.
- Potential causes for angle crashes, which were **15%** of crashes in the study corridor from 2016 to 2020, include inadequate gaps to safely accommodate side street demand, intersection sight distance, and speeding.
- Only **2%** of vehicle crashes involved a bicycle or pedestrian.
- However, almost **19%** of crashes were listed as other/unknown, meaning there could have potentially been more bicyclists or pedestrians involved in these crashes.
- 2019 saw the most vehicle crashes with over **100** vehicle crashes.

Source: Signal Four Analytics

Existing Conditions: Crashes (2016-2020)

Figure 13. Crash by Lighting Conditions (2016-2020)

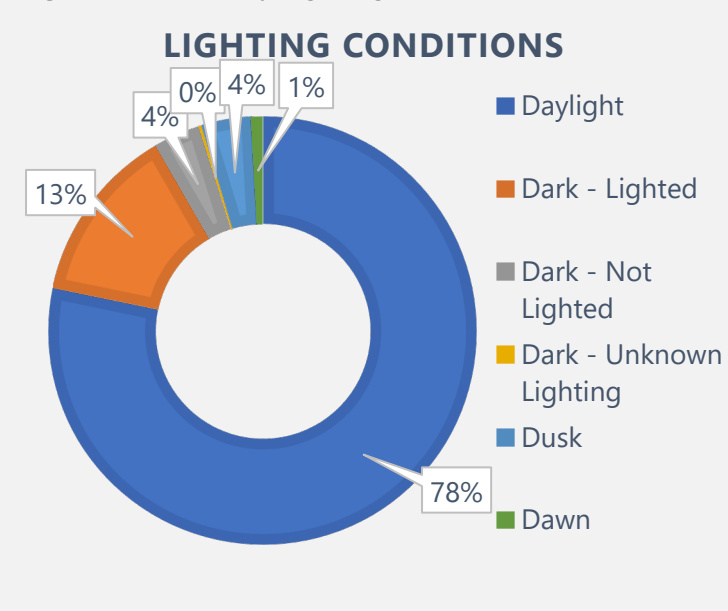
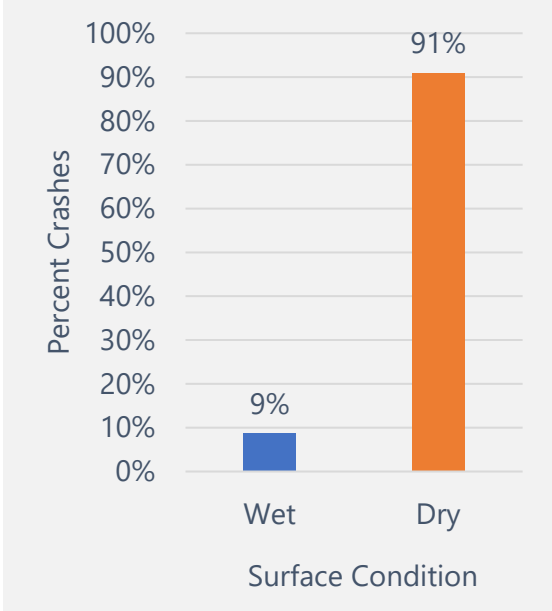


Figure 14. Surface Condition (2016-2020)



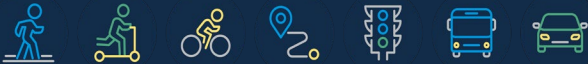
- Almost **78%** of vehicle crashes that occurred on East and West Main Street were during the daylight. This was followed by **13%** of crashes occurring in the dark, but under lighting, and **4%** for both dark, not lighted conditions, and dusk. Only **1%** of crashes occurred at dawn.
- Approximately **91%** of the crashes that occurred on East and West Main Street occurred when the roadway was dry. Only **9%** of crashes occurred when the roadway was wet.
- The West side of Main St. had more total crashes than the East side, which is consistent with the larger AADT and speeds.

Table 1. Crash Rate (2016-2020)

Roadway Segment	Location	Total Crashes (2016-2020)	Crash Rate	Typical Districtwide Crash Rate ²
Main St.	From CR 468 to S. 14 th St	166	4.07 per MVM ¹	3.85 per MVM ¹
Main St.	From S. 14 th St to E Dixie Ave	111	5.51 per MVM ¹	3.85 per MVM ¹

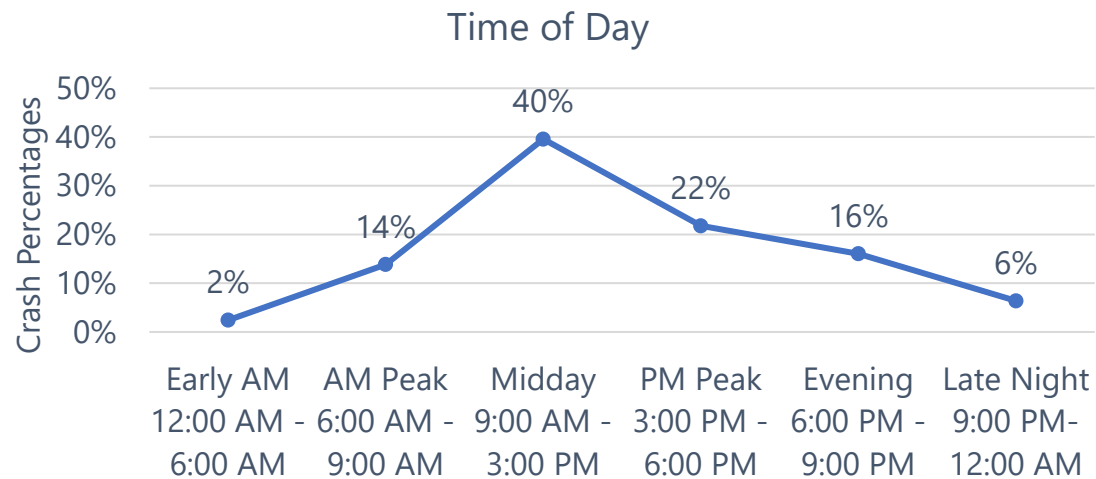
1. MVM: Million Vehicle Miles
2. FDOT, District 5 segment crash rate statistics for 2014-2018.

Source: Signal Four Analytics



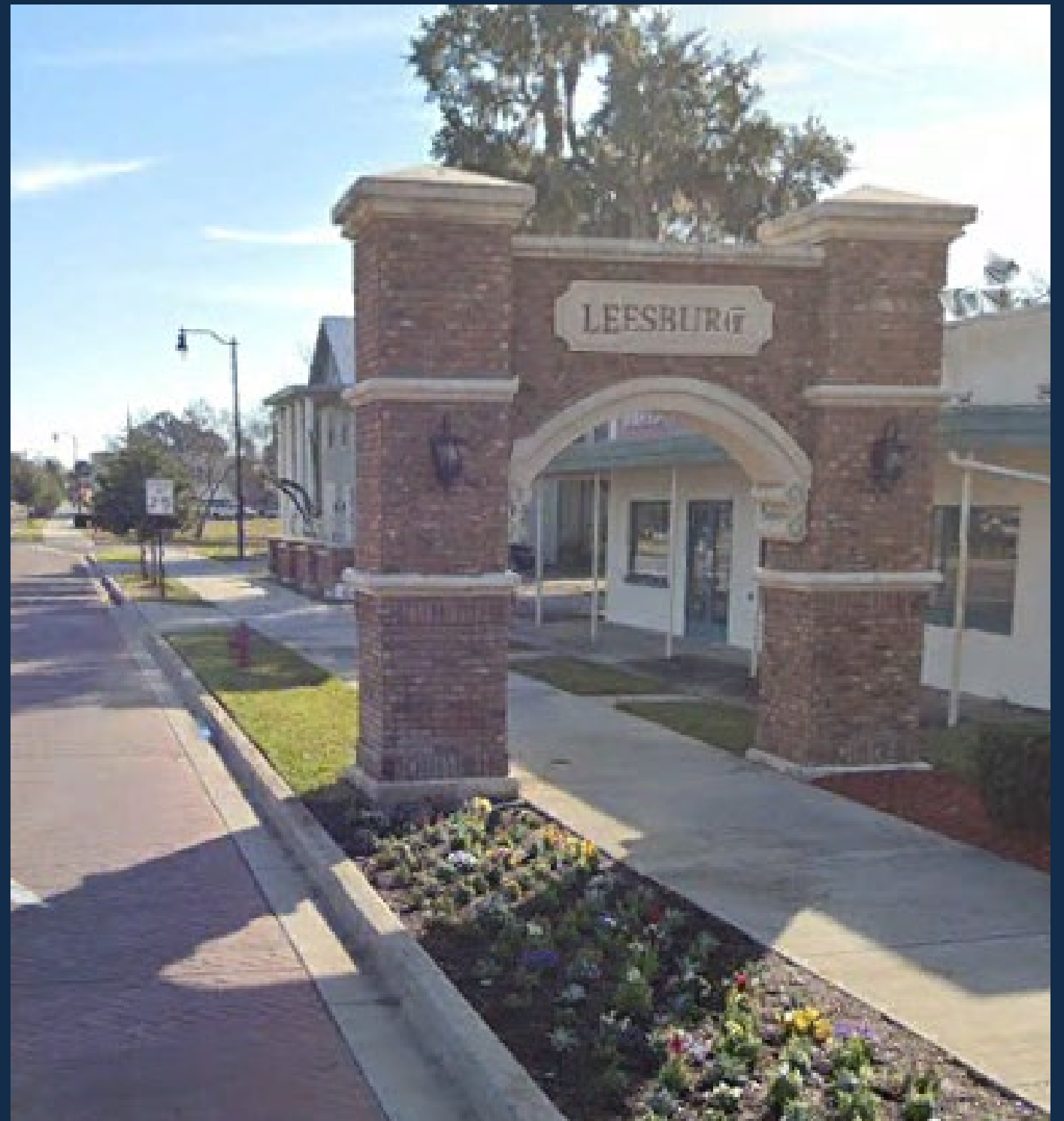
Existing Conditions: Crashes (2016-2020)

Figure 15. Time of Day of Crashes (2016-2020)

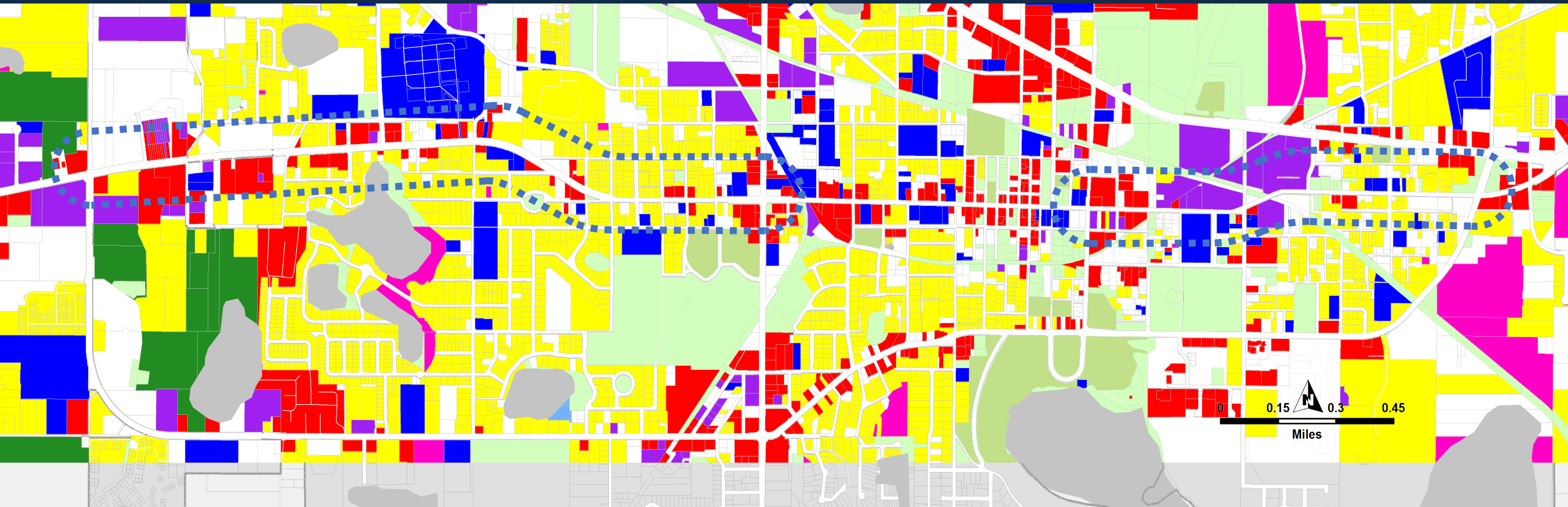


- Almost **40%** of crashes occurred from 9:00a.m. to 3:00p.m., followed by **22%** of crashes occurring in the afternoon peak hours of 3:00p.m. to 6:00p.m. This is consistent with most crashes occurring within daylight hours.

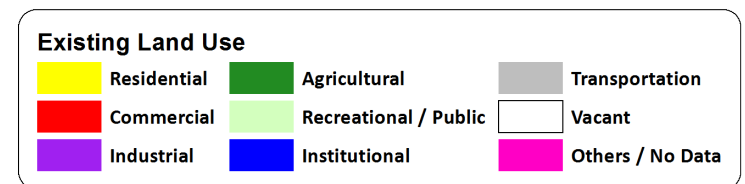
Source: Signal Four Analytics



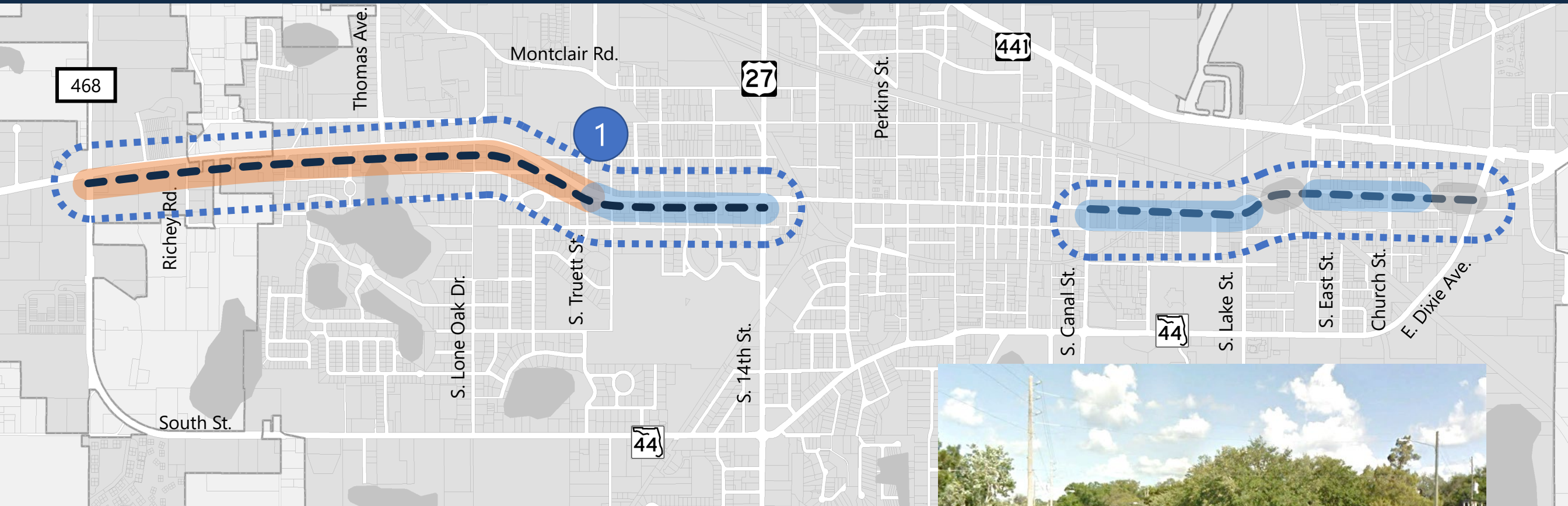
Existing Conditions: Existing Land Use



- The existing land use map surrounding East and West Main Street is mixed, with mainly Residential, Commercial, Industrial and Institutional uses.
- Existing land use is important to consider when planning for future users of the corridor.



Existing Conditions: Sidewalks



No Sidewalks



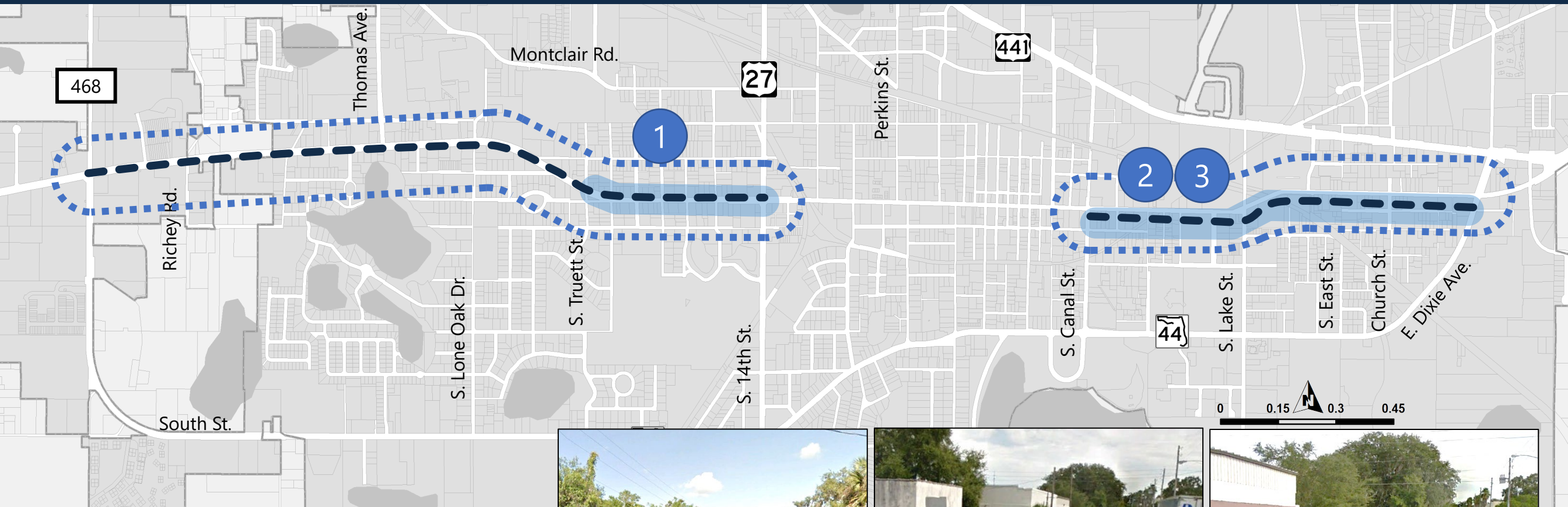
Sidewalk One Side



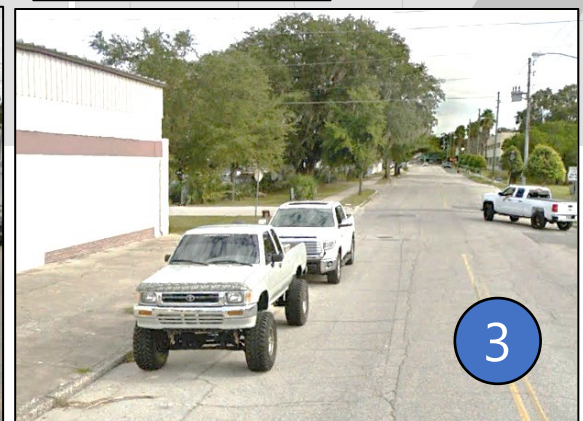
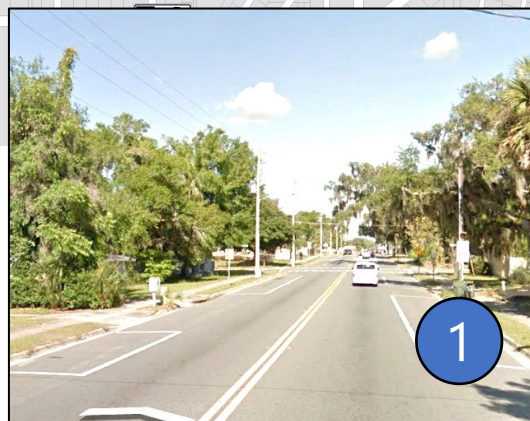
Sidewalks Both Sides



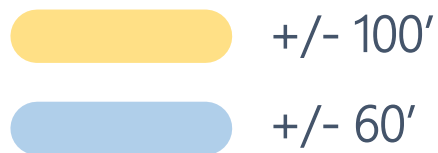
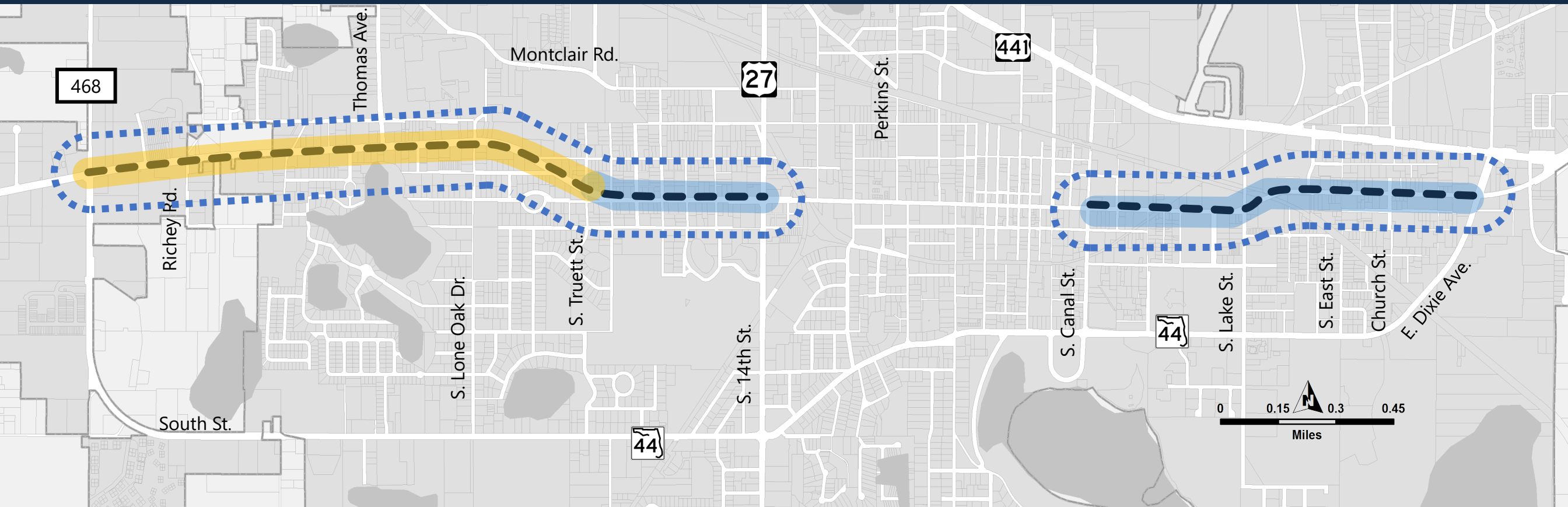
Existing Conditions: On-Street Parking



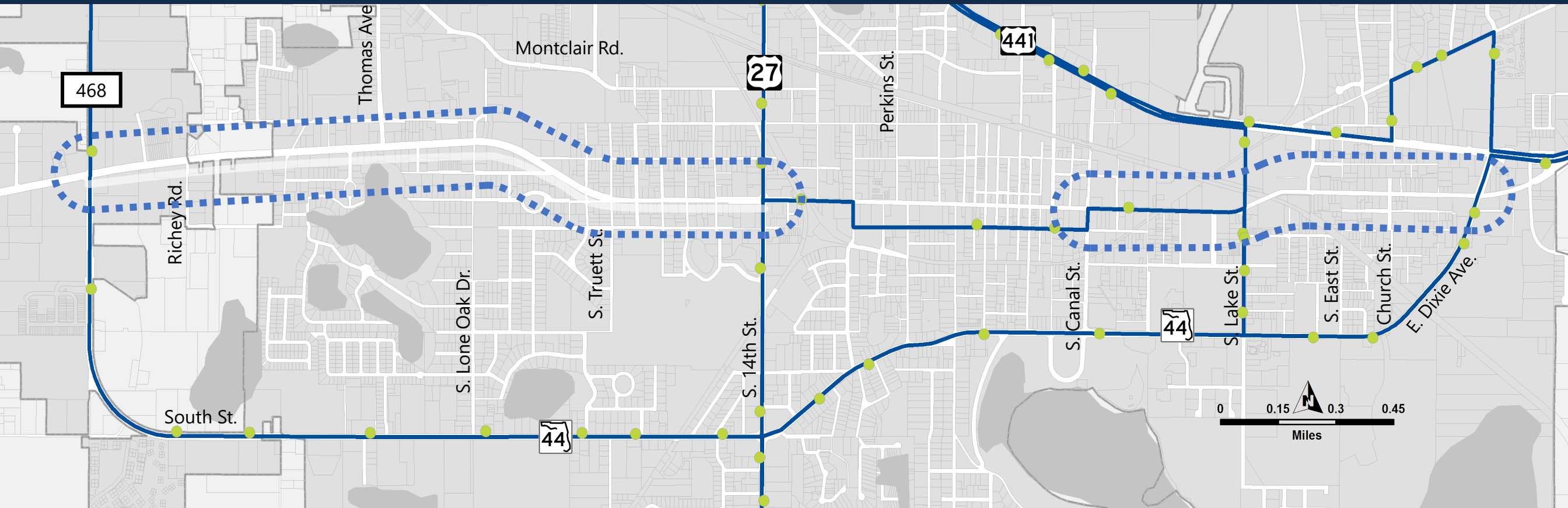
On-Street Parking



Existing Conditions: Right of Way Widths

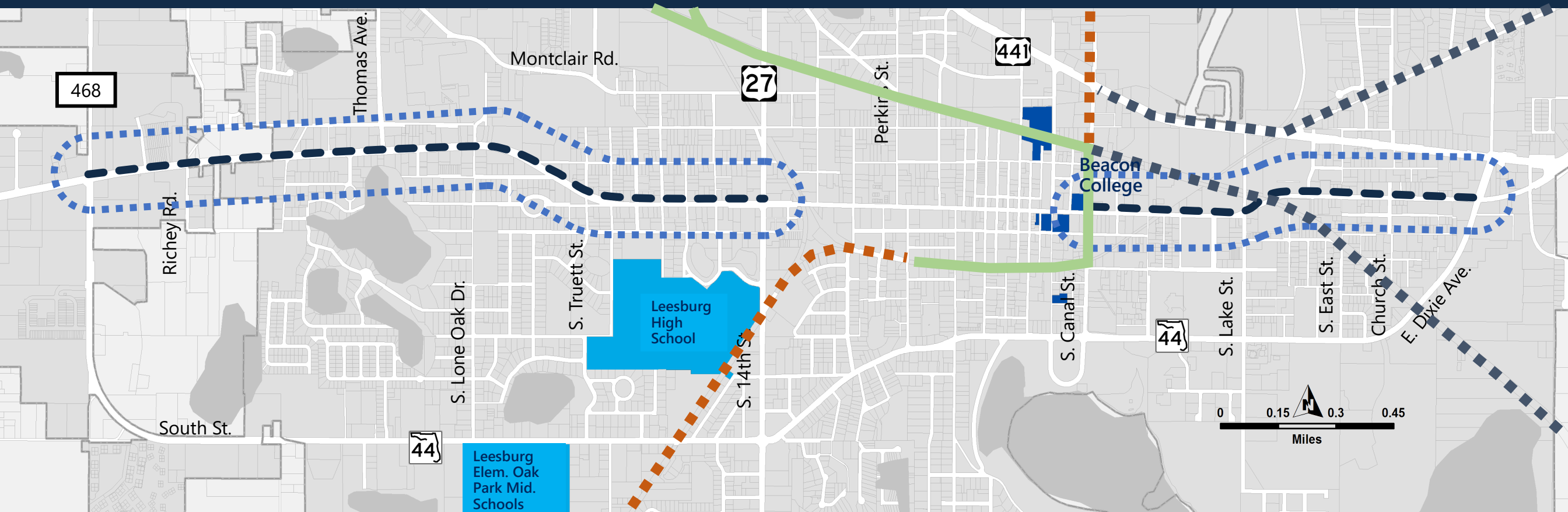


Existing Conditions: Transit



- There is no transit route currently on West Main Street.
- One transit stop on East Main Street, with routes utilizing the intersection of S. Lake St.

Existing Conditions: Schools



Public Schools:

Leesburg Elementary School

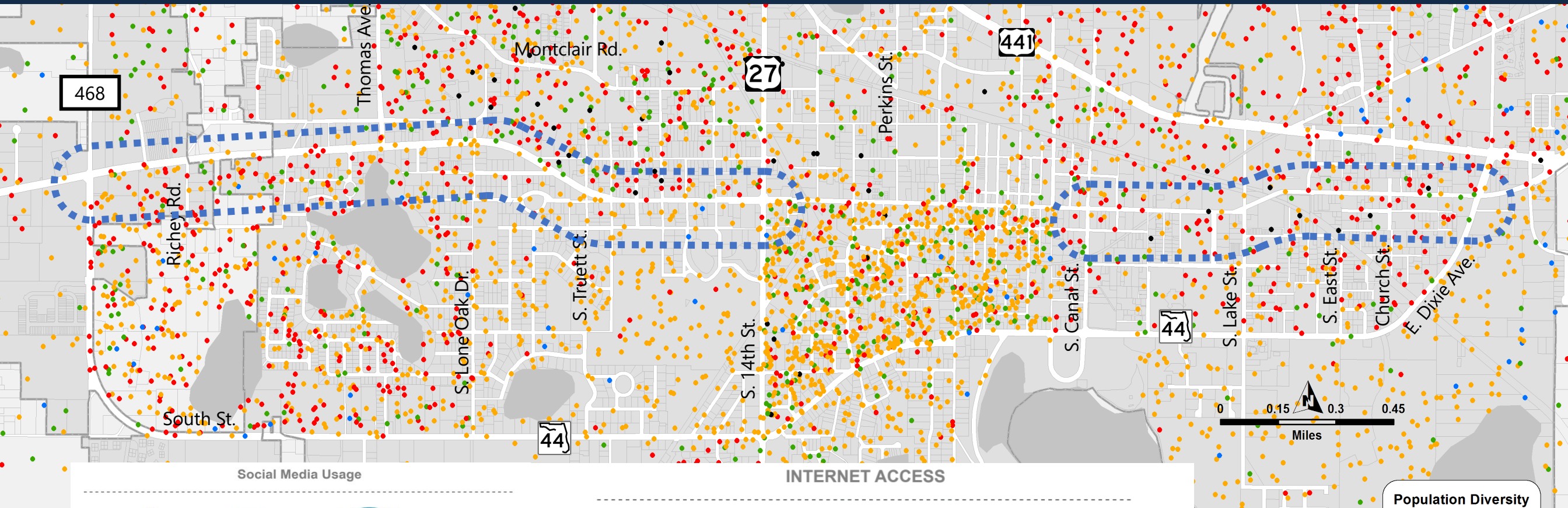
Oak Park Middle School

Leesburg High School

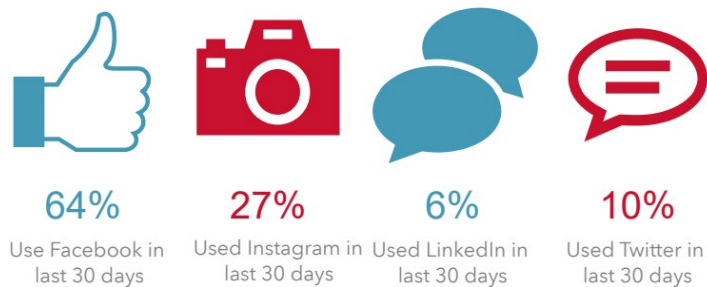
Colleges:

Beacon College

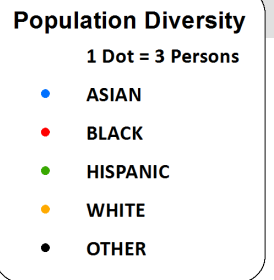
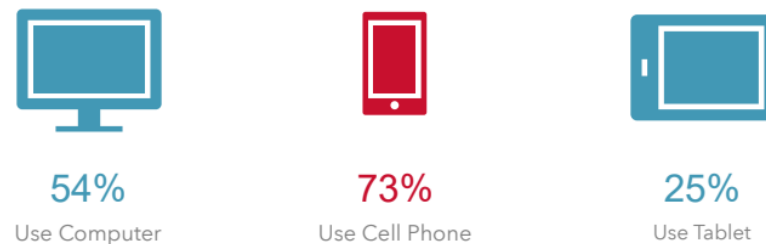
Existing Conditions: Population Diversity



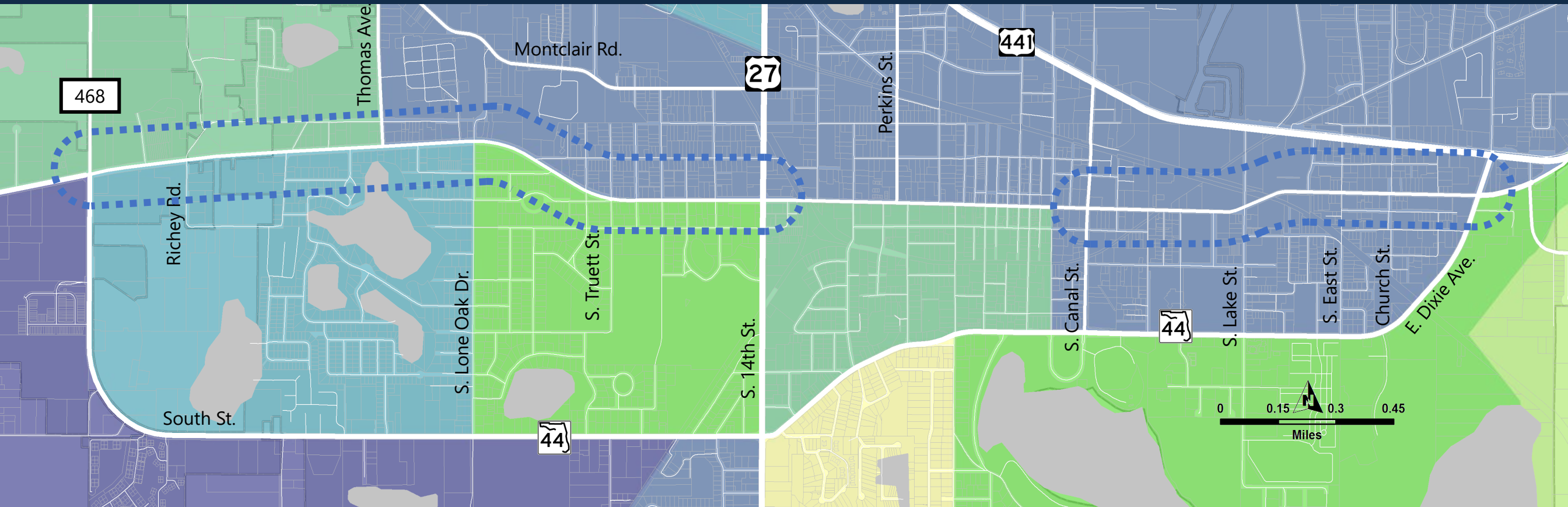
Social Media Usage



INTERNET ACCESS



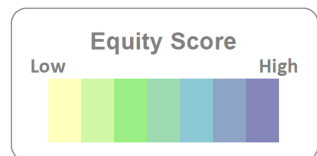
Existing Conditions: Composite Equity Score



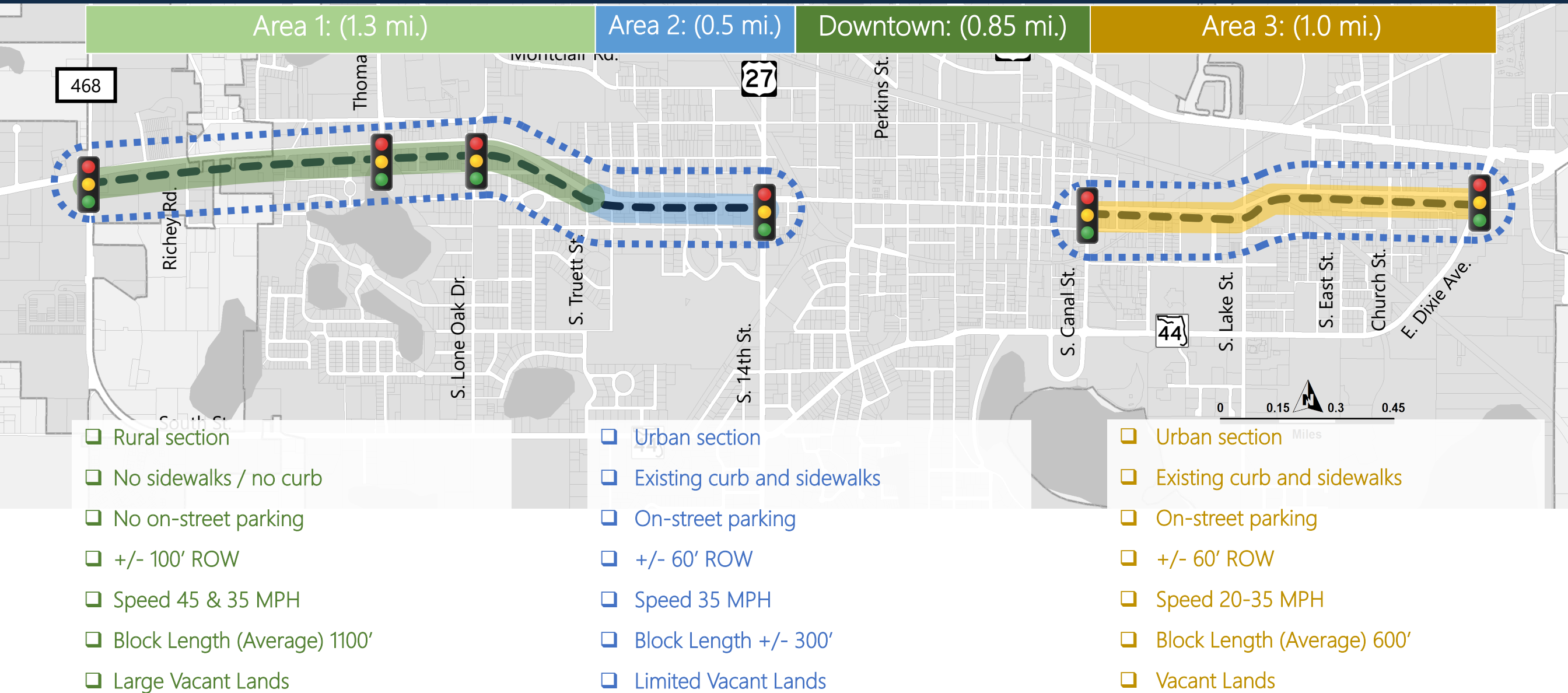
The composite equity score is the total number of indicator demographics within a census block.

Indicator demographics include census blocks with above average:

Zero car households, Means of transportation to work other than personal motor vehicle, Minority, Low income, Limited English proficiency, and Population 65+ & under 18

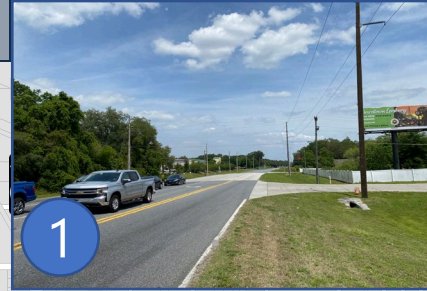
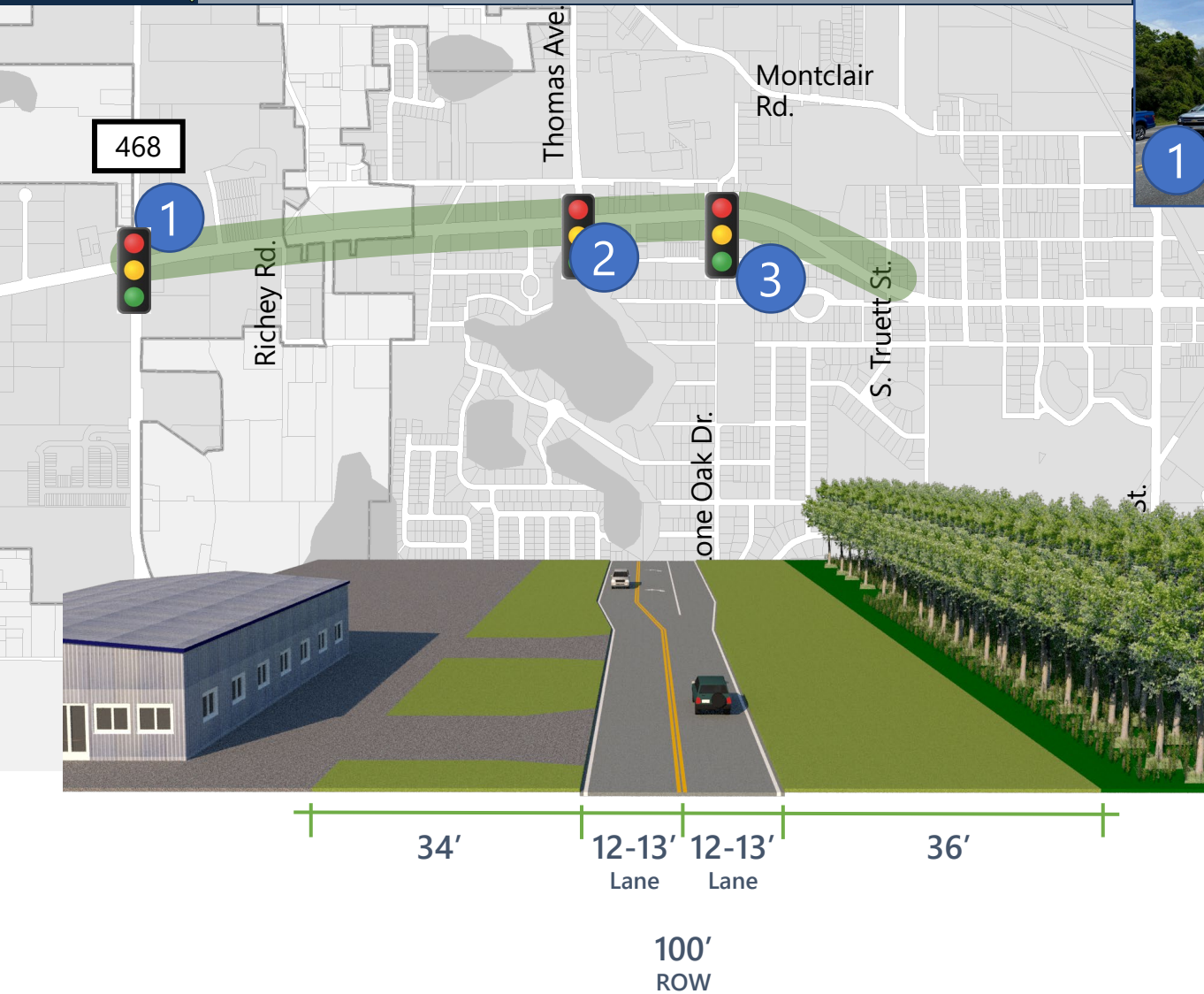


Preliminary Project Segmentation/Context Areas



Existing Conditions: Area 1

Typical Section from CR 468 to S. Truett St. (Looking West)



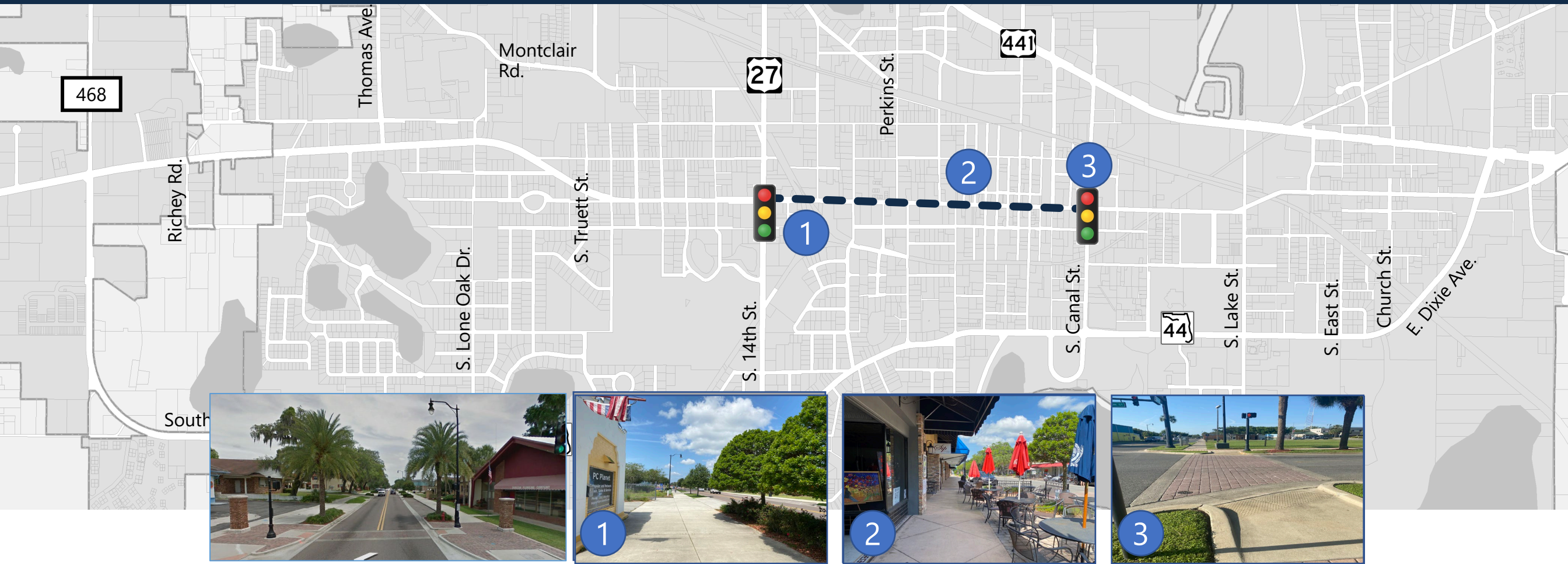
- 1 No sidewalks or curbs.
- 2 Intersections and crossings not ADA compliant.
- 3 Worn paths visible along roadway.

Existing Conditions: Area 2

Typical Section 2 from S. Truett St. to 14th St. (US 27) (Looking West)



Existing Conditions: Downtown



Downtown Improvements
From 14th St. (SR 27) to Canal Street

1

Large sidewalks in the downtown area allow for more pedestrian travel.

2

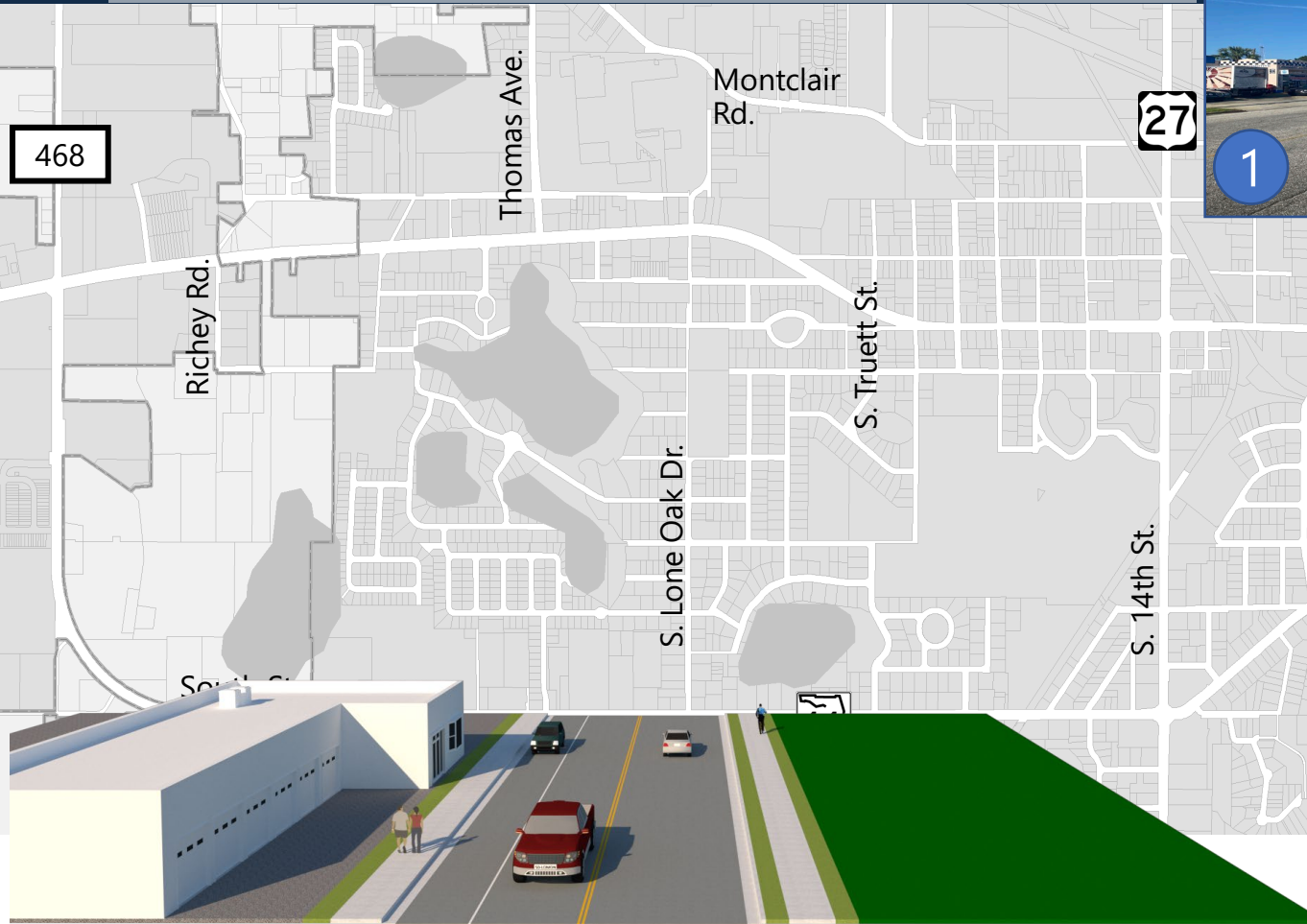
Sidewalks in the downtown area often intersect with local businesses and restaurants.

3

Crosswalks in the downtown area are emphasized with brick pavers.

Existing Conditions: Area 3A

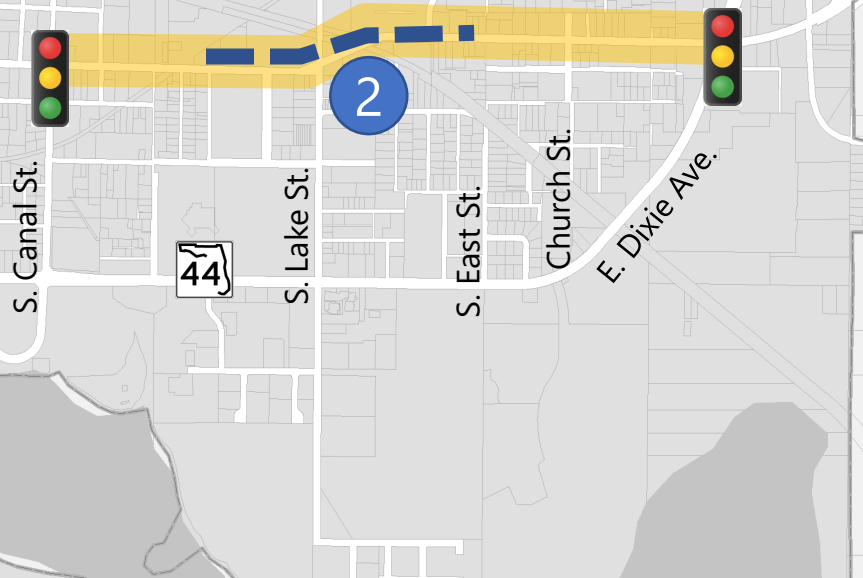
Typical Section 3A from S. Canal St. to Rambo St. (Looking West)



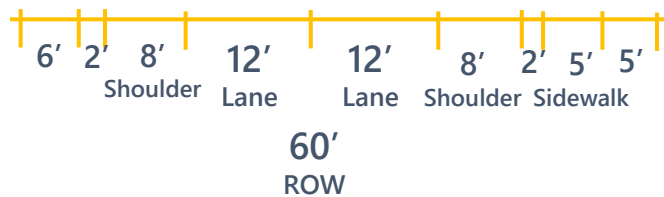
1 There is a lack of lighting in the industrial area of this segment.

Existing Conditions: Area 3B

Typical Section 3B from Rambo St. to S. East St. (Looking West)



2 Missing sidewalk (north side) & ADA compliance issues.



Existing Conditions: Area 3C

Typical Section 3C from S. East St. to E. Dixie Ave. (Looking West)





Applicable Improvements

ROUNDAOBOUTS/MINI ROUNDAOBOUTS



MIDBLOCK CHICANES



STREET TREES



TEXTURED SURFACES



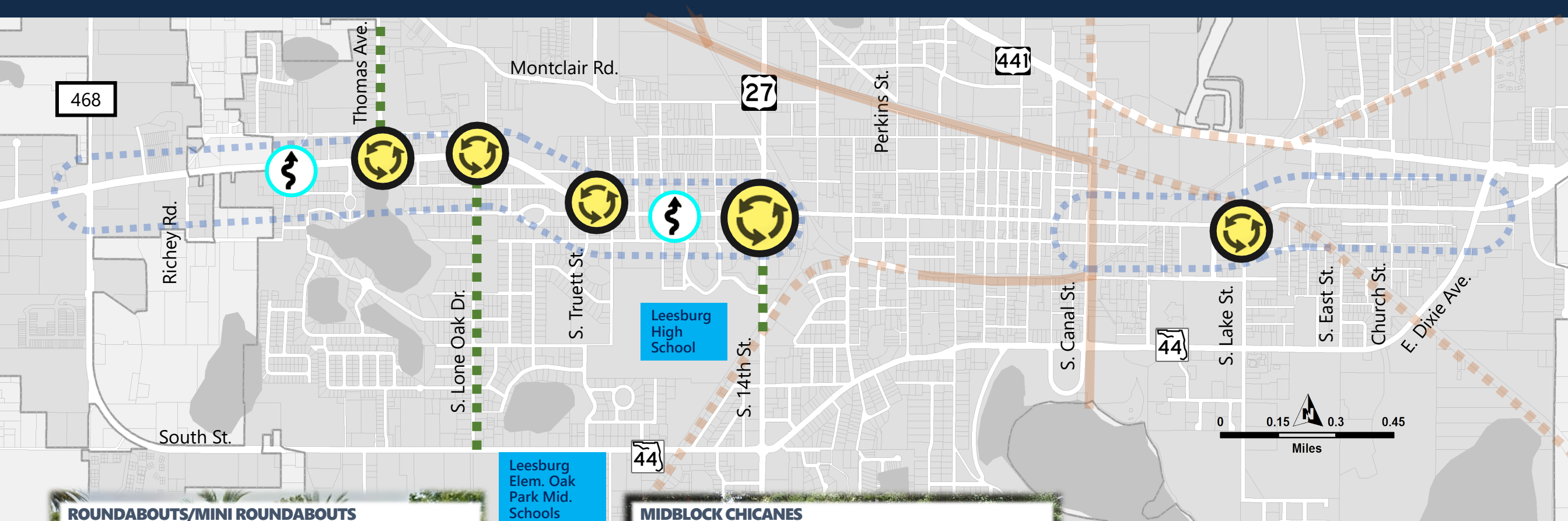
Applicable Improvements



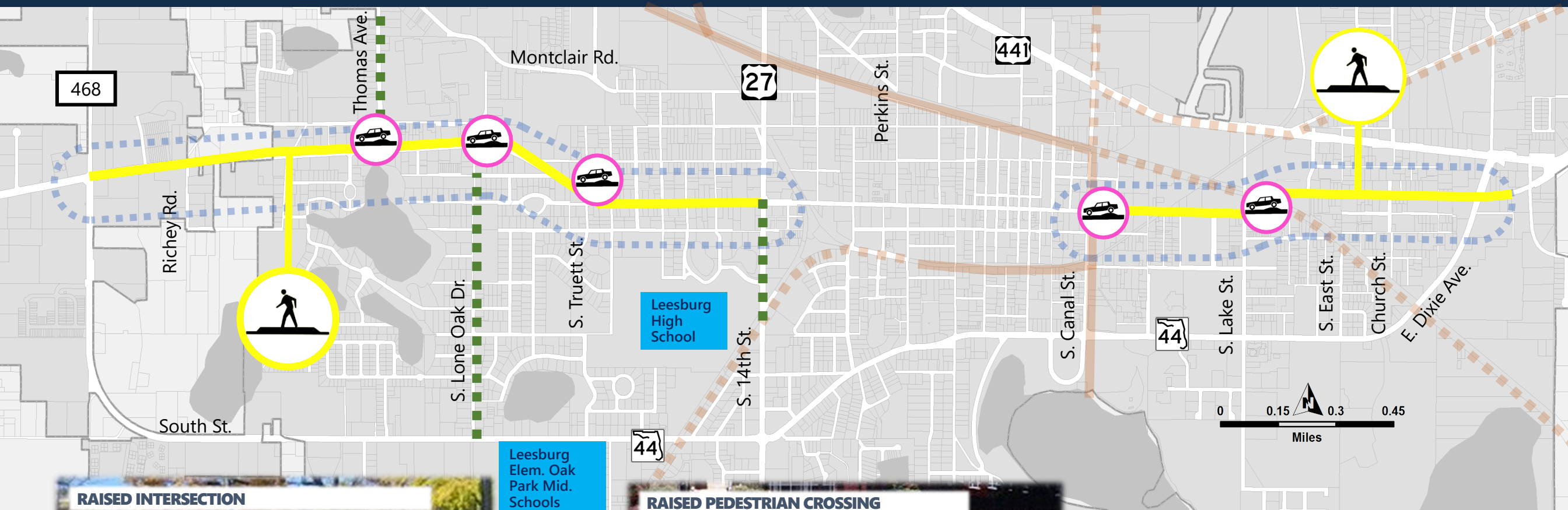
Applicable Improvements



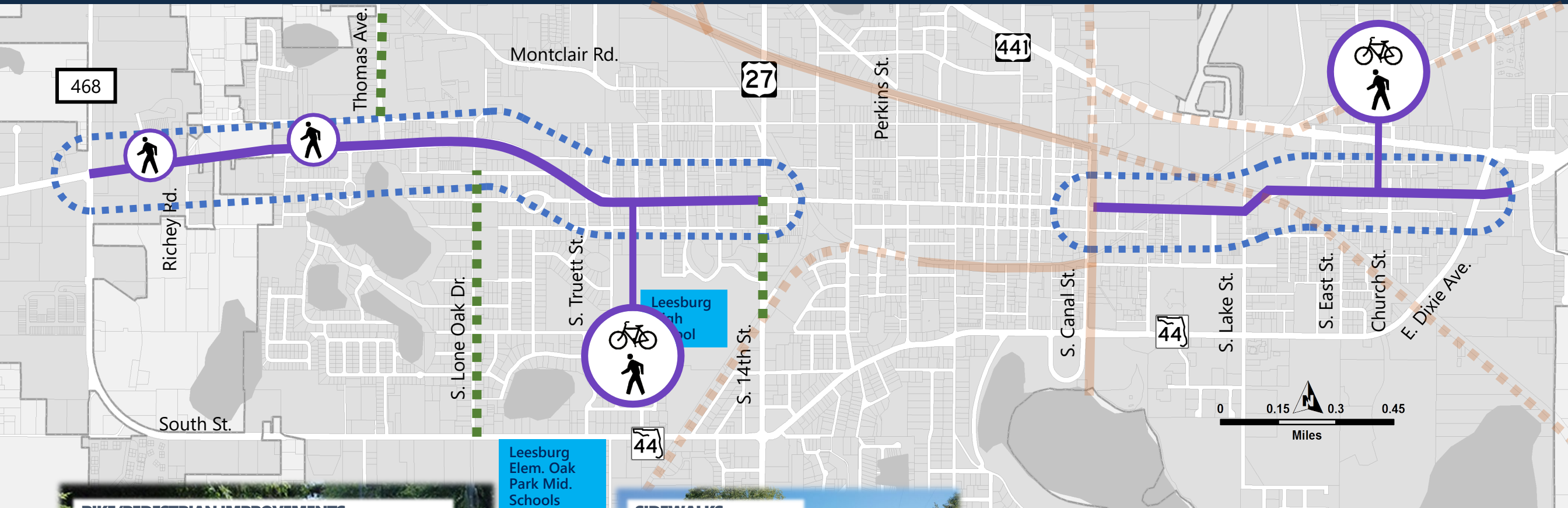
Potential Improvements



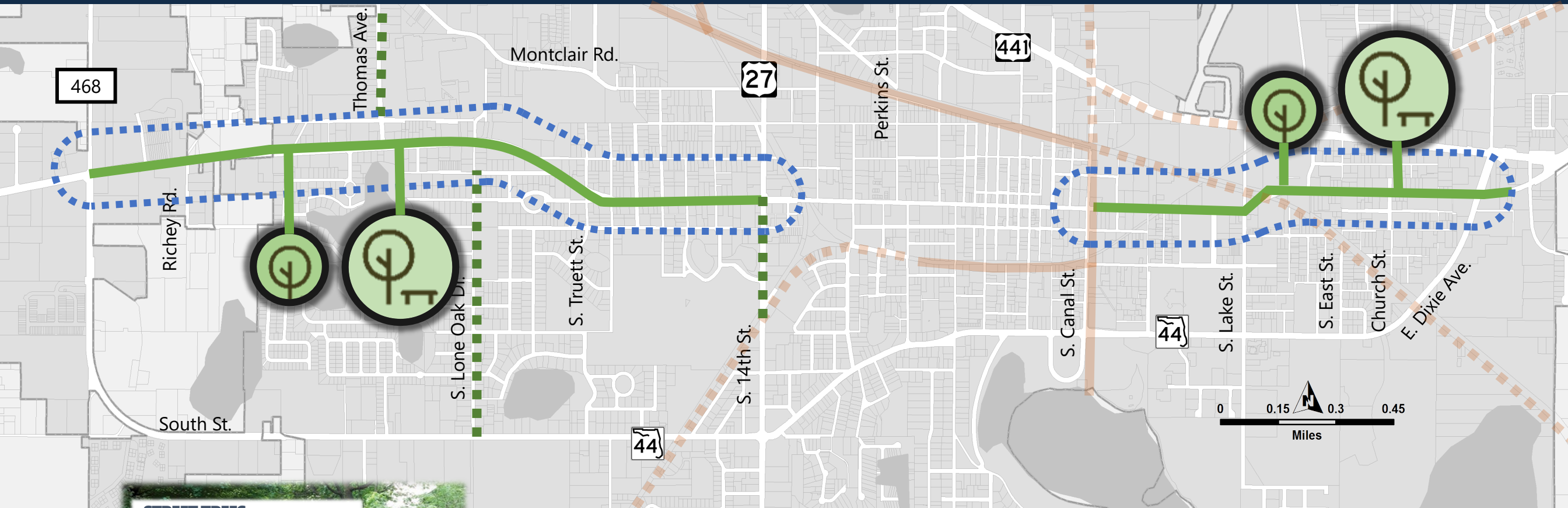
Potential Improvements



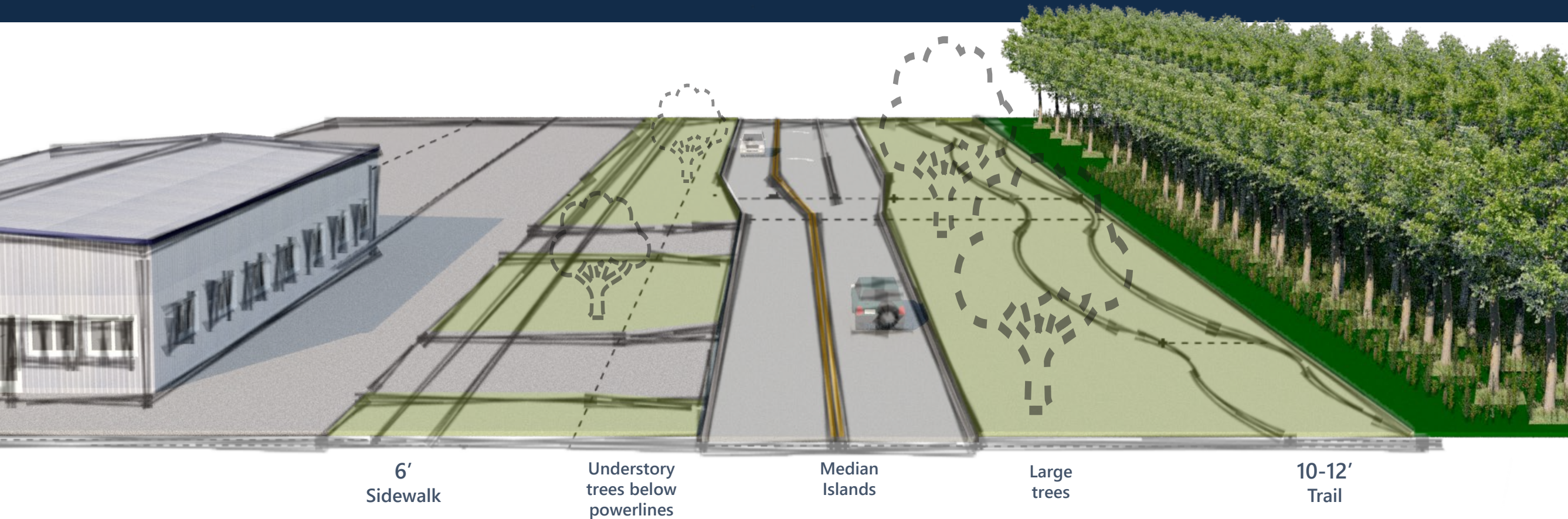
Potential Improvements



Potential Improvements



Potential Improvements



Defining Success – Key Findings

The Defining Success phase of the project provided a better understanding of the opportunities and challenges facing East and West Main Street. This understanding came from existing conditions analysis, the first PVT meeting, and reviewing current and future projects surrounding the corridor.

The future trail network has extensive east-west trails, while north-south connections to Main Street are lacking.

Thomas Avenue and S. Lone Oak Drive are good candidates for north-south connectivity as both have existing sidewalks except for block closest to Main Street.

There are no pedestrian and bike facilities on most of West Main Street. Also, higher traffic volumes and speeds are reported there; speed management techniques are recommended.

There is a lack of marked street crossing and lighting on Main Street, which are needed for safe crossings.

Users responded that East and West Main Street are best suited for cars, but not for transit users, bicyclists, or pedestrians.

The equity score for the area surrounding the Main Street corridor shows there is a concentration of historically marginalized and vulnerable user populations that are more likely to walk or ride a bike for transportation; therefore, there is a need for enhanced pedestrian and bike facilities along the corridor.

There are a variety of applicable treatments and improvements that can be incorporated into alternative designs; based on preliminary investigation, potential improvements include the following:

- Roundabouts /mini-roundabouts
- Midblock chicanes
- Shared pedestrian and bike facilities
- Street trees
- Textured surfaces
- Vertical deflection
- Speed feedback signs and Rectangular Rapid Flashing Beacons (RRFBs)
- On-street parking

The Alternatives Assessment phase of the project (Chapter 2) includes development of alternatives within each of the defined context areas, evaluation of those alternatives against the project's guiding principles, and a preliminary recommendation based on input from the public and the PVT.

City of Leesburg

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**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, OCTOBER 25, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, October 25, 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
Mayor John Christian

Commissioner Mike Pederson was absent. 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.

Before continuing, Mayor Christian informed the audience that the applicants of the Hodges Reserve cases contacted the City and requested a delay for the public hearing on the second reading so that item would not be discussed this evening. It will be moved to a later Commission meeting. **CM**

Minner pointed out that the applicants had an emergency that arose and asked if this item could be pulled. We are obliging this request and, because of proper protocol and this being a public hearing, it will have to be readvertised. The public will be duly informed of when the public hearing will be held on the second reading.

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

2. PROCLAMATIONS:

None

3. PRESENTATIONS:

A. Leesburg Center for the Arts Murals - Maria Stefanovic

Mayor Christian stated the presentation regarding the Leesburg Center for the Arts Mural will not be

discussed tonight. However, we do have a special presentation for one of our long-term employees, Mr. Jackson Rogers because he is retiring. He asked Jack Rogers, Gas Director, to come forward so the City Manager could present him with a plaque for this great achievement. **CM Minner** stated there is a retirement party planned for Jack Rogers this Thursday from 1-3 p.m. At that time, he will have a more formal speech prepared. They wanted to recognize Jack formally by having a plaque made, but delayed having the plaque made as long as possible with hopes that Jack would rescind his resignation letter. We did not order the plaque to be made until the last second and, because of that, we were unsure if it was going to be finished for this meeting or the next one. When Melissa, the HR Director, walked into his office and stated that they had received his plaque, he called and asked Jack which meeting he would prefer and, of course, he said this one. Not many employees get the right to pick their date, so that is just a little bit of Jack's importance to this organization. This plaque was put together by the Mayor and City Commission. The City Manager thanked the Mayor and the Commission for allowing him this opportunity. He presented Jackson Rogers Jr. with his plaque in recognition of his dedication and service to the City of Leesburg from May 14, 1979 to November 5, 2021. He stated that Jack would be truly missed. **Jack Rogers**, Gas Director, thanked the Commission and everyone for the opportunities provided. He never dreamed this journey would lead him to this point. The Commission has afforded him many great opportunities and he really appreciates that. He will miss everyone. He has nothing to gain by this statement, but he has to say the last several years serving under the City Manager, Al Minner, has been among the best that he has had, being at the City of Leesburg. He really appreciates all the opportunity. **CM Minner** said there is a small town in Michigan called Woodman that used to have wood gasmains; they actually used carved out boxes of wood. When we first started the gas services here in Leesburg, they would pipe the gas through wood. Where he is going with this is that Jack has been here so long that he was in charge of installing the wood gasmains and he was in charge of taking them out. He introduced the new Gas Director, Jack's replacement, Robert (Bob) Thilmony. Bob comes to us with not as much experience, but he does have a really good handful. He previously worked for an industrial utility, Colorado Natural Gas, and his resume speaks for itself. He dealt with a lot of the same issues we do; safety, getting the pipe in the ground, maintaining it, customer service issues and things along that line. We are excited to have Robert (Bob) Thilmony onboard as the new Gas Director. He gets the cord cut on Monday and he will be off to the races.

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.

Bryan Krieser, South Dewey Robbins, Howey in the Hills stated he came tonight to discuss the issue of Hodges but the hearing has been canceled. He wanted to take the opportunity to express his concerns along with a lot of other citizens. He does not know if everyone is familiar with the area of Dewey Robbins where it wraps around South Dewey, which is where he lives. This is about annexations and the people that own that property there who want to build on their large tracks of land and the people that own the land who do not live there. Yes, they do have the right to do what they want with their land, but they are not the ones actually developing this property. They are selling it and these annexations are basically enabling them to make more money off of their property. For him, that is outright wrong. They have cyclists training for races that go through here and development in this area will just increase traffic. The other day, he was driving, going up a hill and there was a bicyclist in front of him. He could not see what was coming around on the other side of that hill towards him, so he had to go slow until he got to the top of the hill before he could go around the bicyclist. He stayed behind him until he got to the top of the hill. It was a good thing because if he had gone around it would not have been good because as soon

as he got to the top of the hill there was an eighteenwheeler coming at him pretty quickly. Now, put a development on a road like that and add more traffic to the bicyclists that are out there. It is an owners' right to develop their property but that is not what they are doing. They are selling their property and a lot of people that own the large pieces of land do not even live in the area. By annexing the land it is helping them get a higher price, so it goes to the developer and then they bring problems with urbanization. He chose to live in a rural part of Lake County because he likes the peace, tranquility and beauty of Lake County. Adding more urban sprawl to it will take that beauty away. He is not opposed to development and building houses, but he worked very hard to buy property and build a house and make it his dream. He was always jealous of his uncles in Michigan, who had three to four acres, so he worked really hard to have this and to have it all come to a close. He has friends that come over and they see what he has and they are in awe of being able to own a wide open space. They would like to be able to do that too, but with more subdivisions going in, it will take that beauty away. He is a product from the southside of Chicago and he would rather live where he does now than in an urban sprawl. He suggested building subdivisions in other places, but not in areas that are protected, like rural areas. There are plenty of areas that are not rurally protected that can be developed. He would rather see Leesburg abandon the idea of trying to annex more property and invest it back in the City of Leesburg. The last meeting he attended, there were people saying they were born and raised in Leesburg and they brought up an issue about improving Pine Street. He talked with some of those people who had lived here their whole lives and who lost their businesses. He would rather see Leesburg invest in the community and the investment that was made around the Lakefront is beautiful. He commended them on the job they did. It should be done for the rest of the city because people will come. There are festivals and things so you do not need to go out and annex anymore property to make Leesburg a top place where people want to go. The traffic will become a nightmare and this development will just be a small number. If you add in Whispering Hills and a bunch of others, you could add ten thousand new homes and that will bring twenty thousand more vehicles on the roads. Then the roads will need to be widened to accommodate the traffic and it will take longer to commute to work.

CA Morrison stated that he did not interrupt this gentleman, but if anyone else was present to talk about Hodges, he advised against allowing any further comments. The property owners are not in attendance, nor are their representatives, and decisions are supposed to be made on the evidence presented at the public hearing with everyone present. Talking and considering comments tonight in their absence could be construed as a due process violation and open up whatever decision you make to legal challenges.

Mayor Christian pointed out for clarification, as our City Attorney has advised, we will not be hearing anymore comments regarding Hodges. Those comments will have to wait until we hold the public hearing.

Vance Jochim, blogger for Fiscal Rangers.com, stated he wanted to talk in general about things he has seen around Lake County regarding development without specifically referring to this issue. There was a meeting earlier with the County present where a lot of people came out and gave them an earful. He said he has been making videos of different city and community meetings over the last fifteen years. One big and aggravating thing that happens to people living in the rural areas is that they move here with a dream. As we heard from one person, they moved here to live on a five or ten acre lot and they have neighbors with similar acre lots with animals. **CA Morrison** interjected and pointed out to the Mayor that this gentleman was saying the same thing. He apologized for interrupting, but stated that he is speaking in opposition to the Hodges project even though he is reporting that he is not. **Mayor Christian** informed Mr. Jochim that with all due respect he would need to close his comments and thanked him. He then asked if there were any further public comments. Being none, he closed the public comments.

5. CONSENT AGENDA:

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

Item pulled for discussion:

5.B.6 - Construction Services Agreement with Bulldog Sitework, LLC.

Commissioner Robuck moved to adopt the Consent Agenda except for 5.B.6, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Mayor Christian	Yes

Four yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 11, 2021

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One with Facci Bella, Inc. extending the existing Agreement for an additional two (2) years and applying a cost adjustment of 3% per renewal term to the annual compensation for management of LakeFront TV; and providing an effective date.**

ADOPTED RESOLUTION 10,945

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to disburse forfeiture funds in the amount of \$36,571.00 for the purchase of police duty gear and firearms; and providing an effective date.**

ADOPTED RESOLUTION 10,946

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 3 to a fixed unit price agreement with Perfect Fit Image Apparel, Inc. for the purchase**

of fire retardant (FR) uniforms; and providing an effective date.

ADOPTED RESOLUTION 10,947

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Piggyback Agreement with Paqco, Inc. for on-call pavement and base repair construction services; and providing an effective date.**

ADOPTED RESOLUTION 10,948

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two to an existing Agreement with Allied Universal Corporation for Annual Chlorine Gas; and providing an effective date.**

ADOPTED RESOLUTION 10,949

7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to approve all new and replacement vehicle/equipment purchases for Fiscal Year 2022; and providing an effective date.**

ADOPTED RESOLUTION 10,950

8. **Resolutions authorizing the execution of amendments to extend two agreements.**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One with Danus Utilities, Inc. extending the term of an existing Fixed Unit Price Construction Services Agreement; and providing an effective date.**

ADOPTED RESOLUTION 10,951

- b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One with Utility Technicians, Inc. extending the term of an existing Fixed Unit Price Construction Services Agreement; and providing an effective date.**

ADOPTED RESOLUTION 10,952

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 Directive to Florida Gas Utility to purchase firm gas supply at discount pricing from Black Belt Energy; and providing an effective date.**

ADOPTED RESOLUTION 10,953

- 2. 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, Florida and Abbington Oaks, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 10,954

- 3. 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, Florida and Tara Village, Inc. for the purpose of setting forth the terms and conditions under which the City of Leesburg, Florida will supply natural gas service to the development referred to as Tara Oaks Subdivision; and providing an effective date.**

ADOPTED RESOLUTION 10,955

- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a declaration of public use and benefit statement for the transfer of FDOT parcels 25-19-24-0001-000-02000 and 25-19-24-0001-000-01900, E. Dixie Avenue and U.S. Highway 441 stormwater retention ponds, to the City of Leesburg via the FDOT Surplus Property Process; and providing an effective date.**

ADOPTED RESOLUTION 10,956

- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC. for an amount of \$82,705.60; and providing an effective date.**

ADOPTED RESOLUTION 10,957

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

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

motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Burry stated he pulled this item to allow the City Manager an opportunity to provide an overview of what FDOT would be doing on this project so the public would know what was going on. **CM Minner** responded that there are three points to this project. The reason why we are doing this and why we have to move the utilities is roughly five years ago, the State legislature passed a law that said if there are utilities in the state's right of way, it was now the utility company's responsibility to move the utilities at their own expense. For most cities, that would not be a big deal because they do not have too many water and sewer types of utility infrastructures and typically you would not have to move water and sewer. However, that legislation really affected electricity, which in turn affected us. Now it has to be moved because there is a public improvement project scheduled to be done by FDOT and the State of Florida says that it is the utility company's responsibility to move the utilities out of the way. Now, what is all in the way: water and sewer because that runs north and south along US-27 on the southbound lane, which is the east side of the road. We have to move it because FDOT has this project in their hopper to improve the US-27 corridor from Dr. Martin Luther King, Jr. Boulevard south to Griffin Road. Right in the middle of that project is the intersection of Picciola Road and US-27 and on that corridor is where we have some water and sewer right of way that has to be moved because it is in the way. Now, what FDOT is doing in that corridor is taking away "quote on quote" the suicide lane. They will be installing a concrete median, which will put that traffic safety project in uniformity with state road standards. However, before FDOT can come in and improve that intersection, we have to move the water and sewer. Also noting the Mayor's comments earlier with regards to Mr. Serdar in his opening prayer, this intersection has been one of the biggest problem areas with pedestrians. We have had issues at night because it is very dangerous and because it is not up to state standards. We have had a number of pedestrians unfortunately injured at this intersection. In any case, we have properly procured this and Bulldog is the provider. They will be moving those utilities out of the way.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Connell	Yes
Mayor Christian	Yes

Four 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, annexing certain real property consisting of approximately 148.67 +/- acres; being generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, lying in Sections 31 and 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. (Hodges Reserve AX)

This item was pulled per request of applicant and will be held until a future meeting.

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use Map Designation of certain property containing 148.67 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hodges Reserve LGCP)**

This item was pulled per request of applicants and will be held until a future meeting.

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 148.67 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hodges Reserve)**

This item was pulled per request of applicants and will be held until a future meeting.

B. FIRST READING OF ORDINANCES:

- 1. None**

C. NON-ROUTINE ITEMS:

- 1. None**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Morrison had no further comment.

9. CITY MANAGER ITEMS:

CM Minner had no further comment.

10. ROLL CALL:

Commissioner Robuck thanked Jack Rogers for the great job he did as the Gas Director. He commended him for doing such an efficient job running that department. In some recent years, we saw a fifty percent growth, which allowed the City to do so many things that we could not have done otherwise. The gas fund contributes to capital projects and he felt that we should have a lasting legacy for Jack, so maybe we could rename the capital projects fund to the Jack Rogers capital projects fund, since that is where it all comes from. He thanked him again for all he had done for the City over the years.

Commissioner Connell had no comment.

Commissioner Burry stated he recently had the opportunity to stop by the mall. He had not been there in quite some time and he was pleasantly surprised by the number of active businesses and shopping people. The businesses were happy with the amount of traffic they were seeing, so whatever we are doing out there, keep it up. He encouraged everyone to shop locally and go visit the mall.

Mayor Christian offered kudos to Jack Rogers, great job! He did not know if the new Gas Director could pray like Jack because he was great at praying. He led many of the Commission meetings in prayer. Maybe before leaving, Jack could hand that off to the new Gas Director so he could lead a few meetings in prayer also. He also mentioned to Jack Rogers, that if you are ever at a future meeting, we would love to have you offer the prayer.

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 5:54 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: November 8, 2021

From: Mike Thornton, (Purchasing Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving award of Request for Proposal 210231 for Wellness Center Management Services and authorizing the City Manager to execute a Healthcare Center Service Agreement as well as associated documents required for the management of the City Employee Wellness Center; and providing an effective date.

Staff Recommendation:

Staff recommends City Commission approve award of Request for Proposal (RFP) 210231 to CareATC, Inc. and authorize the City Manager to execute a finalized Healthcare Center Service Agreement with CareATC, Inc.

Analysis:

The company currently providing management services and staffing for the City employee wellness center will end its operations on December 7, 2021. The City made the decision not to renew or extend the agreement with WeCare TLC. The Agreement ends on December 7, 2021.

The Procurement Division issued RFP #210231 requesting proposals from qualified and interested companies providing on-site population healthcare services to organizations such as the City. From the responses received, the City evaluation committee ranked CareATC, Inc. as the top ranked company based on their proposal.

The City's current annual cost for the wellness center management fee is \$138,000.00. This cost is for the management fee element of the overall costs to operate the wellness center. Other expenses such as medical supplies, lab analysis expenses, prescription drug formulary, and equipment are all charged to the City as a pass-through cost with no markup.

The City will pay CareATC an annual management fee in the first year of \$246,120.00. This will be an increase to the management fee component of the wellness center of \$108,120.00. City staff expect this increased cost to be offset with higher utilization of the wellness center resulting from improved healthcare services offered by the new provider, CareATC. Increased engagement by employees with the wellness center will contribute to lower claims costs through the City's self-insured health insurance fund.

Authorization for the City Manager to execute the agreement is recommended to expedite the execution of a final agreement between the parties. Staff and the City Attorney are currently reviewing the contract

and will be working on any necessary revisions. City staff is targeting having a fully executed contract on November 17, 2021. CareATC and the City will begin working on the implementation plan and the coordination necessary to assume operation of the wellness center. If this resolution is approved, the new provider will take possession of the facility on December 8, 2021 to begin their assessment of the facility, inventory of supplies, and identification of any repairs that may be needed. City staff and CareATC have had initial discussions targeting a January 2022 reopening of the wellness center.

Procurement Analysis:

The Procurement Division issued RFP #210231 requesting proposals from qualified and interested companies providing on-site population healthcare services to organizations such as the City. The City received 4 responsive proposals from responsible companies. The City's 5-person evaluation committee evaluated and scored the 4 proposals. The results of the evaluation committee's scoring and the final ranking is shown here.

<u>Company Name</u>	<u>Ranking</u>	<u>Quality Score</u>	<u>Annual Cost</u>
CareATC, Inc.	1	63.67%	\$ 246,120.00
My Health Onsite	2	60.44%	\$ 126,000.00
Marathon Health	3	64.54%	\$ 920,400.00
Concentra Health Service, Inc.	4	54.66%	\$ 119,400.00

Some notes on the above summary and the evaluation committee consensus decision.

- The cost provided by Marathon Health is an all-inclusive (limited to their inclusions) annual fee. Their fee includes the majority of costs the City now pays as a pass through cost. Their annual cost reflected here is more than the City pays for all expenses to operate the wellness center.
- The quality score for Concentra Health Services was low and they were eliminated from final consideration by the evaluation committee.
- The evaluation committee agreed and came to a consensus that the higher quality score for CareATC, Inc. was enough to offset their higher cost when compared to the second ranked company, My Health Onsite.

Options:

1. Approve the resolution approving award of the RFP and authorizing the City Manager to execute an agreement with CareATC, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are budgeted and available in the City's self-insurance fund for this expenditure. There will be an increase to the management fee element of the wellness center costs. The additional annual cost is expected to be offset with higher employee engagement with the wellness center. Increased engagement will result in reduced claims expense through Blue Cross Blue Shield.

Submission Date and Time: 11/5/2021 10:59:31 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING AWARD OF REQUEST FOR PROPOSAL 210231 FOR WELLNESS CENTER MANAGEMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A HEALTHCARE CENTER SERVICE AGREEMENT AS WELL AS ASSOCIATED DOCUMENTS REQUIRED FOR THE MANAGEMENT OF THE CITY EMPLOYEE WELLNESS CENTER; AND PROVIDING AN EFFECTIVE DATE.

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

THAT award of Request for Proposal 210231 - Wellness Center Management Services to CareATC, Inc. is ratified and approved.

THAT the Leesburg City Commission authorizes the City Manager to execute on behalf of the City a finalized Health Center Service Agreement and any associated documents with CareATC, Inc.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 8, 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 a U.S. Government Lease for Real Property, Lease Number HSBP-7119-L-IN0440, for the use of 1,800 square feet of User Fee Facility Inspection Services (FIS) General Aviation Facility (GAF) space and parking spaces, located at the Leesburg International Airport, to be used by U.S. Customs and Border Protection; and providing an effective date.

Staff Recommendation:

Staff recommends execution of Lease Number HSBP-7119-L-IN0440 and Exhibits with U.S. Customs and Border Protection.

Analysis:

Beginning May 25, 2005, the City of Leesburg and U.S. Customs and Border Protection (U.S. CBP) have operated under a Memorandum of Agreement. This Lease is a new requirement of U.S. CBP. The initial term will commence on October 18, 2021 and continue through October 17, 2022. At the expiration of this term, the Lease will automatically renew on a year-to-year basis upon the anniversary of the Lease term commencement date each year thereafter for 19 additional years, but not beyond October 17, 2041, unless or until the Government gives at least 120 days' notice in writing of its intent not to renew to the Lessor.

Lease & Lease Exhibit attachments as required by U.S. CBP and necessary action(s):

Lease HSBP-7119-L-IN0440 – **Initial each page and sign**

Exhibit A – Floorplan – No action necessary

Exhibit B – Parking plan – No action necessary

Exhibit C – System for Award Management (SAM) – **Initial each page and sign**

Exhibit D – 889 Representation Regarding telecom & video equipment. – **Initial each page and sign**

Exhibit E – OIT cost sign off and IT Refresh – No action necessary

Approved on 5/10/21 by Resolution 10853.

Exhibit F – User Fee MOA – No action necessary

Procurement Analysis:

N/A

Options:

1. Approve and execute Lease Number HSBP-7119-L-IN0440 and Exhibits; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact as this lease supplements the MOA which allows the Federal Government to occupy our facility.

Submission Date and Time: 11/3/2021 9:03:37 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A U.S. GOVERNMENT LEASE FOR REAL PROPERTY, LEASE NUMBER HSBP-7119-L-IN0440, FOR THE USE OF 1,800 SQUARE FEET OF USER FEE FACILITY INSPECTION SERVICES (FIS) GENERAL AVIATION FACILITY (GAF) SPACE AND PARKING SPACES, LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT, TO BE USED BY U.S. CUSTOMS AND BORDER PROTECTION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a Lease Agreement with U.S. Customs and Border Protection.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

This Lease is made and entered into between

City of Leesburg

(Lessor), whose principal place of business is: 501 West Meadow St. P.O. Box 490630, Leesburg, FL 34748, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

8742 Airport Blvd., Unit 102, Leesburg, FL 34788.

and more fully described in Section 1 and Exhibits, A & B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning on _____, 2020 and continuing through _____, 2022 inclusive for a term of one-year. At the expiration of this term the Lease will automatically renew on a year-to-year basis upon the anniversary of the Lease Term Commencement Date each year thereafter for 19 (nineteen) additional years but not beyond _____, 2040 unless or until the Government gives at least 120 days' notice in writing of its intent not to renew to the Lessor.

The signatory to this Lease for the Lessor represents and warrants that he or she is a duly authorized representative of the Lessor, with full power and authority to enter into this Lease and to bind the Lessor with regard to all matters relating to this agreement.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: ~~Angela Schultz~~ Susan S. Hansen

Title: Lease Contracting Officer

Entity Name: U.S. Customs and Border Protection

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Federal Inspection Services (FIS) General Aviation Facility (GAF): 1,800 square feet of User Fee FIS Space (the Premises), located at 8742 Airport Boulevard, Unit 102, Leesburg, FL 34788 as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 2 parking spaces as depicted on the plan attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (APR 2015)

A. The Government shall pay no rent.

B. This facility has been designated as an user fee facility; Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection (CBP) is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The Leesburg International is designated as eligible for such services under the conditions set forth herein.

C. In exchange for the Government's agreement to locate inspectional personnel on-site, the Lessor shall do the following:

1. Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"
2. Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Perform or satisfy all other obligations set forth in this Lease, and in its attached exhibits, including, but not limited to, Exhibit E pertaining to information technology services and equipment costs; and,
4. Provide all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease, or any renewal periods with 120 days' prior written notice to the Lessor if the operations supported by the Premises are closed, if the Lessor does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

1.05 RENEWAL RIGHTS (SEP 2013)

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for 19 YEARS but not beyond _____, 2040 and all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	C
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)	4	D
OIT Cost Sign Off Document	10	E
User Fee Memorandum of Agreement	5	F

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights. Appurtenant Areas include, but are not limited to, parking areas and space located on the roof of the Building where telecommunications devices may be located.
- B. Building. The building(s) situated on the Property in which the Premises are located.
- C. Contract. Contract and contractor means Lease and Lessor, respectively.
- D. Contractor. Contractor shall mean Lessor.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- F. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- G. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- I. Lease Award Date. The date the Lease Contracting Officer (LCO) executes the lease and mails or otherwise furnishes written notification of the executed Lease to the Lessor (date on which the parties' obligations under the Lease begin).
- J. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- K. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- L. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- M. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- N. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2016)

The Lessor shall have no right to require the Government to restore the Premises and/or Property upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises and/or Property during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises and/or Property regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Notwithstanding the above, all data entered and/or stored in any manner on the equipment used or operated by the Government on or in connection with the Property shall belong to the United States and is confidential and protected information. It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to the Lessor. In the event data inadvertently remains on any of the equipment upon transfer, Lessor shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

2.04 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor and CBP, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall bear all

costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The replacement space will be provided under the same terms as agreed to under this Lease, including that the new location shall meet CBP's operational requirements and that the Government shall not pay rent.

2.05 NOTICES

A. Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses:

To the Lessor at: Airport Administration 8807 Airport Boulevard, Leesburg, FL 34788.

To CBP at: U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office; ATTN: FOF Lease Contracting Officer; 6650 Telecom Drive, Suite 100, Indianapolis, IN 46278.

Notice shall be computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone, and all telephone notice shall be followed by a written notice as soon as practicable to the respective officials designated as follows:

The emergency contact and phone number for the Lessor is: True emergency contact: City of Leesburg Police Department 911, or Tracey Dean – Airport Manager: 352-728-9801 cell: 352-516-7236

The emergency contact and phone number for CBP is: Officer In Charge (OIC): Elwood Brackney: 352-516-1084

2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated in paragraph 2.08 "Alterations" also apply to initial build-out of the Premises.

2.08 ALTERATIONS

With prior written approval by the Lessor, the Government shall have the right during the term of this Lease and any renewal periods to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Nothing herein alters, limits, or waives the Lessor's obligation to provide modifications, repairs, replacements, and improvements required for the proper operation of the Property, the Building, and the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (APR 2015)

The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. To remain active, the Lessor is required to update or renew its registration annually. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense, with its own personnel, and at its sole discretion, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 FIRE AND CASUALTY DAMAGE

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct. In the event of termination under this clause, should Lessor continue to require inspectional services to be performed by the Government at the Airport, Lessor agrees to provide the Government with suitable, alternate space at the Airport at no cost to the Government.

2.12 DEFAULT BY LESSOR

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- A. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for acceptance of the Premises within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of a material obligation required for acceptance of the Premises (i.e., Lessor's material breach of the Lease, as determined under the federal common law of government contracts).
- B. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of any obligation under this Lease.
- C. Grounds for Termination. The Government may terminate the Lease if:
1. The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 2. The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.
- D. Excuse. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
1. Circumstances within the Lessor's control;
 2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform;
 3. The condition of the Property;
 4. The acts or omissions of the Lessor, its employees, agents or contractors; or
 5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law or under this Lease.

2.13 INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and supersedes any and all prior oral or written representations, understandings, or agreements among or between them. No prior written or oral agreement, express or implied, shall be construed or relied upon by either party to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, communications by either party that occurred prior to Lease execution shall not be incorporated in the Lease.

2.14 MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

2.15 COMPLIANCE WITH APPLICABLE LAW

Lessor shall comply with all federal, state, and local laws applicable to its ownership and leasing of the Premises, including, without limitation, laws applicable to the construction, demolition, ownership or alteration and obtain all necessary permits, licenses and similar items at its own expense. Nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT

The Lessor shall maintain the Premises, including the systems, equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition at the Lessor's sole expense. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards or hazardous materials, at the Lessor's sole expense. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, and any renewal periods, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause. When accompanied by a Government escort, the Lessor shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its right as owner and operator of the Airport and as Lessor.

2.17 DELIVERY AND CONDITION

- A. Unless the Government elects to have the Premises occupied in increments, the Premises must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the Premises are substantially complete.
- B. If the Premises do not substantially comply with the provisions of this Lease, the Contracting Officer may terminate this Lease in accordance with Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease.

2.18 FAILURE IN PERFORMANCE

In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this Lease, the Government may, by contract or otherwise, perform the requirement and seek reimbursement from the Lessor for the resulting costs to the Government, including all administrative costs; provided however, before undertaking to perform any obligation of Lessor, Government shall provide Lessor not less than thirty (30) days' prior written notice during which Lessor shall be permitted to cure any alleged default and further provided that such cure period shall be extended by an additional thirty (30) days if, at the expiration of the notice/cure period, the Lessor is diligently pursuing to cure or otherwise resolve such alleged default. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access the Premises to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may terminate this Lease pursuant to Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease. The aforementioned remedies are not exclusive and are in addition to any other remedies which may be available under this Lease or at law. Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection.

2.19 CHANGE OF OWNERSHIP

A. If during the term or any renewal periods of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer.

F. As a condition for being recognized as the Lessor, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)(see Exhibit C).

2.20 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (OCT 2018)

This Lease incorporates the following clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
3. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
4. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
5. FAR 52.222-26, EQUAL OPPORTUNITY (SEP 2016)
6. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
7. FAR 52.233-1, DISPUTES (MAY 2014)
8. GSAR 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
9. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (JUL2016)
10. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS

3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013)

A. The Premises shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space. If there is a conflict on the standards the more stringent will apply. For the purposes of this Lease, the Airport Technical Design Standards December 2018 (hereinafter referred to as "CBP Standards") shall apply.

B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed building components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, and installed. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single-tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Space.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed pursuant to a separate agreement. In the event future upgrades are required, the Lessor shall bear all costs associated with the upgrade. Lessor has also agreed to the terms set forth in Exhibit E regarding Lessor's obligation to bear information technology costs.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4**UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM****4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (SEP 2013)**

The Lessor is responsible for providing all utilities necessary for Premises and tenant operations at the Lessor's sole expense. The following services, utilities, and maintenance shall be provided by the Lessor seven (7) days per week, twenty-four (24) hours per day, including Saturday, Sunday and federal holidays. (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS & STARTERS	☒ OTHER (Specify below)
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING	☒ PAINTING FREQUENCY	<u>Resilient Floors: twice per year clean per the specifications in main corridors and heavy traffic areas and annually in offices and secondary lobbies and corridors. Strip & apply 4 coats of finish to resilient floors in restrooms. Strip & refinish main corridors and other heavy traffic areas. As Required: Properly maintain plants and lawns. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.</u>
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency <u>Twice per year all interior and exterior and other glass surfaces</u>	Space <u>See 4.08 below</u>	
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING	Public Areas <u>See 4.08 below</u>	
☐ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP. <u>2 times weekly: Sweep entrances, lobbies & corridors, spot sweep floors, spot vacuum carpets, clean drinking fountains, sweep and damp mop or scrub restroom, clean all restroom fixtures, Sweep sidewalks, parking areas & driveways (weather permitting).</u>	Frequency <u>Annually shampoo carpets in corridors and lobbies & every 2 years shampoo carpets in all offices and other non-public areas.</u>	☒ PEST CONTROL <u>Pest Control: Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated pest Management Technique Guide (E402-1001).</u>	
☒ SECURITY & MONITORING SERVICES	☒ FIRE			

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are from 8:30 a.m. to 5:00 p.m. Monday through Friday. GAF will operate outside normal duty hours to accommodate aircraft schedules. Lessor to arrange schedule with local authority as adequate.

4.03 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017)

Lessor agrees to provide and maintain security monitoring for the Premises comprised of interior/exterior CCTV monitoring and an intrusion detection system. Lessor agrees to provide Lessee with access to CCTV feeds and/or recording, locally or remotely, upon request. Lessor shall provide Lessee with the access code to arm/disarm the intrusion detection system, and Lessor shall instruct the intrusion detection system monitoring service to directly contact the Lessee with immediate notification in the event any alarm is triggered.

4.04 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the Property and leased Premises at the Lessor's sole expense. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's sole expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.05 CLEANING AND DISINFECTING

The Lessor shall wipe down daily all solid, high contact surfaces in Building common area (defined here as those areas used or accessed by the Government's employees and visitors), and within the leased space, using a disinfectant from the EPA-registered list of products identified as effective against Novel Coronavirus SARS-CoV-2 ([HTTPS://WWW.EPA.GOV/PESTICIDE-REGISTRATION/LIST-N-DISINFECTANTS-USE-AGAINST-SARS-COV-2](https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2)), or other products containing the same active ingredient(s) at the same or greater concentration than those on the list. Cleaning staff shall use products in accordance with directions provided by the manufacturer. Cleaning staff shall wear disposable gloves (e.g. latex, nitrile, etc.), facemasks, and any additional personal protective equipment (PPE) as recommended by the cleaning and disinfectant product manufacturers. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

Examples of solid, high contact surfaces in Building common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. It does not include agency owned equipment such as desks, telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, personal fans and heaters, desk lighting, etc. Disinfected surfaces should be allowed to air dry.

4.06 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with Paragraph 2.15, Compliance with Applicable Law. During the Lease term and any renewal period, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.07 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease and any renewal periods, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.08 MAINTENANCE OF PROVIDED FINISHES

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's sole expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is not "like new". All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
1. Lessor shall repaint common areas at least every four (4) years.
 2. Lessor shall perform cyclical repainting of the Premises every eight (8) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.
- B. Carpet and flooring.
1. The Lessor shall repair or replace flooring at any time during the Lease term when:
 - (i) Backing or underlayment is exposed;
 - (ii) There are noticeable variations in surface color or texture;
 - (iii) Carpet has curls, upturned edges, or other noticeable variations in texture;
 - (iv) Tiles are loose; or,
 - (v) Tears or tripping hazards are present.
 2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Premises every ten (10) years with a product which meets the requirements in the CBP Standards.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary, at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents. Work shall be performed after normal hours as established elsewhere in this Lease.

4.09 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to CBP for review and identification of any CUI building information that may be included. In addition, any documents CBP identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized CBP employees may mark the documents.

1. Authorized recipients.
 - a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with CBP. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to CBP, or performing work under a CBP contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
 - b. All CBP personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.
2. Dissemination of CUI building information:
 - a. By electronic transmission. Electronic transmission of CUI information outside of the CBP network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data

Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by CBP policy.

- b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

- 3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:

- 1) The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
- 2) The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
- 3) Contact information for the named individual; and
- 4) A description of the CUI building information provided.

Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

- 4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. CBP contractors and subcontractors must not take CUI building information outside of CBP or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
- 5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
- 6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
- 7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
- 8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.10 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternative products outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed at Lessor's expense, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

- 1. Making available information on Building operations and Lessor activities;
- 2. Providing access to Space for assessment and testing, if required; and
- 3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

- 1. The Space;
- 2. Common Building areas;
- 3. Ventilation systems and zones serving the Space; and
- 4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.11 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2016)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The space and ventilation zones serving the space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program in accordance with 2.18, Failure in Performance.

4.12 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP Plan. The Plans, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

- A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to the Premises. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system. Lessor compliance with sub-paragraphs below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
- C. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to the Premises.
- D. Upon request, the Lessor will notify the Government whether it will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Premises for a period greater than six (6) months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space or, in consultation with the Lessor, reasonably allow such employees, contractors, and subcontractors access to the Premises without such fingerprinting and background investigation if escorted at all times by a Lessor's contractor/personnel who has successfully undergone such fingerprinting and has a current background investigation.

MANUAL PROCESS

The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, [Questionnaire for Public Trust Positions](#), completed by each person and returned to the Lease Contracting Officer (LCO) (or the LCO's designated representative) within thirty (30) days from receipt of the forms.

ELECTRONIC PROCESS

- A. The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Management Electronic Questionnaire (e-QIP).
- B. The contractor/personnel will have up to seven (7) business days to login and complete the e-QIP for the background investigation.
- C. The contractor/personnel will be instructed to access the website, and will receive on screen instructions which include but are not limited to:
1. How to Log In;
 2. How to Answer and Create New Golden Questions;
 3. What Additional Documents to Send;
 4. How to Print and Sign two Signature Forms (Certification That My Answers Are True);
 5. How to complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process; and
 6. Where to Send.
- D. The Lessor must ensure prompt input, and timely receipt of the following, from its contractor/personnel:
1. Two (2) FBI Fingerprint Cards (Form FD-258) or one (1) card produced by a livescan device;
 2. Certification That My Answers Are True; and
 3. Authorization for Release of Information.
- E. The Lessor must ensure the LCO (or the LCO's designated representative) has all of the requested documentation to ensure the completion of the background investigation.
- F. Based on the information furnished, the Government will conduct background investigations of the contractor/personnel. The LCO will advise the Lessor in writing if a contractor/personnel fails the investigation, and, effective immediately, the individual will no longer be allowed to work or be assigned to work in the Premises. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.
- G. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Premises. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for contractor/personnel who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every contractor/personnel on a five

(5) year basis. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

5.02 SECURITY

The Lessor shall ensure that the Premises conform, at the Lessor's sole expense to Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

5.03 LIABILITY

- A. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et. seq.
- B. The Lessor shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance or condition of the Property.

5.04 AVAILABILITY OF FUNDS

In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 6301, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available.

5.05 SOVEREIGN IMMUNITY

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity.

5.06 NO PRIVATE RIGHT OR BENEFIT CREATED

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.



KEY NOTE:	DESCRIPTION:
F-1	RELOCATED AED (OWNER PROVIDED)
F-2	RELOCATED REFRIGERATOR/FREEZER (OWNER PROVIDED)
F-3	MILLWORK DESK: BASE CABINETS AND COUNTERTOP
F-4	TRANSACTION WINDOW
F-5	MILLWORK (UPPER AND LOWER CABINETS)
F-6	BASIS OF DESIGN: HAND SINK (ELKAY - # LRADO252265PD) FAUCET (ELKAY - # LKD2439C) SINK TO HAVE A GARBAGE DISPOSAL
F-7	SEMI-RECESSED FIRE EXTINGUISHER CABINET
F-8	JANITOR SINK AND MOP RACK
F-9	EXISTING KNOX BOX TO REMAIN
F-10	PORTABLE SURFACE MOUNTED EMERGENCY EYE WASH STATION (9 GAL. CAPACITY - 22"W. x 10"D.)
F-11	18"x18" EXTERIOR OUTSIDE AIR LOUVER

 NEW WALL CONSTRUCTION



SYMBOL:	DESCRIPTION:
A	24" x 24" SUSPENDED T-GRID SYSTEM WITH #12 HANGER WIRES @ 4'-0" O.C. ON MAINS WITH LAY-IN ACOUSTICAL CEILING TILES (SQUARE EDGES). MANUFACTURER'S STANDARD DIRECT-HUNG METAL SUSPENSION SYSTEM AND COMPLY WITH ASTM C 635. SIZE ATTACHMENT DEVICES FOR FIVE TIMES THE DESIGN LOAD INDICATED IN ASTM C 635.
B	5/8" GYPSUM BOARD, MOISTURE RESISTANT, PAINTED
C	5/8" REGULAR GYPSUM BOARD, PAINTED
	CEILING TAG (IDENTIFICATION NUMBER AND CEILING HEIGHT)

ALL CEILINGS SHALL BE KEPT TO A MINIMUM 9'-0" HEIGHT FOR ALL ROOMS RECEIVING NEW CEILING FINISHES. IF HOWEVER, DURING THE COURSE OF DEMOLITION EXISTING INFRASTRUCTURE SHOULD IMPEDE THIS CRITERIA, THEN THE OWNER MUST BE MADE AWARE TO DETERMINE THE FINAL HEIGHT FOR APPROVAL.

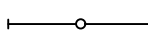
SYMBOL:	DESCRIPTION:
	RECESSED LED LIGHT FIXTURE
	RECESSED LED EMERGENCY LIGHT FIXTURE
	RECESSED LED MOUNTED DETENTION GRADE
	SURFACE MOUNTED LED 1X4 ACRYLIC LENS
	SUSPENDED LED LIGHT FIXTURE
	RECESSED LED LENSED DOWN LIGHT
	RECESSED 6" LED DOWN LIGHT
	SUPPLY GRILLE
	RETURN GRILLE
	EXHAUST GRILLE
	CEILING MOUNTED EXIT SIGN
	WALL MOUNTED EXIT SIGN

EXHIBIT B
HSBP-7119-L-IN0440

Google Maps 8742 Airport Blvd



8742 Airport Blvd
Leesburg, FL 34788



At this location

EXHIBIT C

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number HSBP-7119-L-IN0440	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

☒ Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

INITIALS: _____ & _____
LESSOR GOVERNMENT

- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

-  **ALERT:** Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit [SBA](#) to stay informed.
-  **ALERT:** Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on [Interact](#).
-  **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 05/15/2021 from 8:00 AM to 1:00 PM.
-  **ALERT:** Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit [SBA](#).

Entity Dashboard

Leesburg, City Of
DUNS: 113889752 CAGE Code: 3L2C7
Status: Active
Expiration Date: 04/19/2022
Purpose of Registration: All Awards

501 W Meadow St
Leesburg, FL, 34749-5453,
UNITED STATES

Entity Overview

Entity Registration

- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)

Reports

- [Service Contract Report](#)
- [BioPreferred Report](#)

Exclusions

- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Registration Summary

Name: Leesburg, City Of
Business Type: US Local Government
Last Updated By: Brenda Todtenhagen
Registration Status: Active
Activation Date: 04/20/2021
Expiration Date: 04/19/2022

Exclusion Summary

Active Exclusion Records? No

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that

LESSOR: _____ GOVERNMENT:

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (08/20)
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uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

LESSOR: _____ GOVERNMENT:

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(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

LESSOR: _____ GOVERNMENT:

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature	Date

LESSOR: _____ GOVERNMENT:

RESOLUTION NO. 10,853

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REVISED MEMORANDUM OF AGREEMENT TO REIMBURSE U.S. CUSTOMS AND BORDER PROTECTION (CBP), FOR COSTS RELATED TO FY 2021 IT REFRESH, REPEALING THE MEMORANDUM EXECUTED ON APRIL 26, 2021 BY RESOLUTION 10,847; AND PROVIDING AN EFFECTIVE DATE.

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

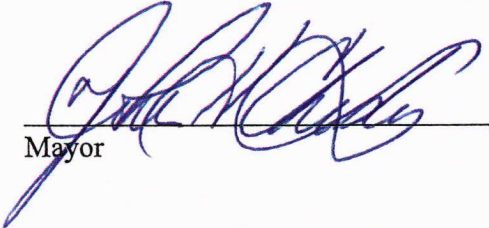
THAT the Mayor and City Clerk are hereby authorized to execute a Memorandum of Agreement to reimburse CBP for costs relating to FY 2021 IT Refresh.

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 the 10th day of May 2021.

ATTEST:


City Clerk


Mayor



**U.S. Customs and
Border Protection**

**U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP**

This Memorandum of Agreement ("MOA") outlines the agreement between the below named User Fee Airport Owner/Operator (Sponsor) and CBP regarding the Sponsor's responsibility to reimburse CBP for costs related to providing communications and information technology (IT) equipment and services at the below named User Fee Airport location. The legal authority for CBP to enter into and require such an agreement is found at 6 U.S.C. § 231; 8 U.S.C. §§ 1223-1224, 1356(a); 19 U.S.C. §§ 58(b), 1459, 1461, 1499, 1524, 1644a; 8 C.F.R. Part 234; 19 C.F.R. Part 122.

Airport Owner/Operator: Leesburg International Airport (Sponsor)
Location: 8807 Airport Blvd
Leesburg, Florida 34788

LEESBURG INTERNATIONAL AIRPORT RESPONSIBILITIES

Data and Cabling

The Leesburg International Airport is responsible for the procurement and installation of all data cabling and electrical components required for connectivity of systems and equipment, according to CBP Office of Information Technology (OIT) provided specifications. The Leesburg International Airport is required to provide a two week advanced notice of all cable pulls to allow CBP to observe installation.

Reimbursement of Equipment and Recurring Costs

The Leesburg International Airport agrees to reimburse CBP for all equipment and connectivity costs, including installation, maintenance, and recurring costs, at the Leesburg International Airport, 8742 Airport Blvd, Leesburg, FL 34788. Current estimated equipment costs total \$91,607.83. The estimated annual recurring costs are \$20,525.83. CBP OIT's Cost Estimate titled "LSR005A-OFO-21096C" is attached.

The Leesburg International Airport will be billed the actual costs for the equipment identified in CBP OIT's Cost Estimate LSR005A-OFO-21096C, along with any outstanding reimbursements due from any previously executed agreement(s). Recurring out-year network circuit charges, and the cost of any necessary replacement equipment not covered under warranty, will also be billed to Leesburg International Airport.

Equipment Upgrades

Upgrades to CBP required equipment and connectivity may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Leesburg International Airport is responsible for the cost of required upgrades. CBP will provide Leesburg International Airport a minimum of 180 days advance notice of any required upgrades.

Payment Process

A copy of this signed agreement will be forwarded to the CBP National Finance Center (NFC). Upon receipt and installation of all equipment, the NFC will issue Leesburg International Airport a bill for the actual equipment costs not to exceed \$91,607.83 as detailed in CBP OIT Cost Estimate LSR005A-OFO-21096C. The CBP NFC will bill Leesburg International Airport 90-days prior to the due date for recurring out-year network and connectivity charges owed, along with any sums owed for replacement equipment not covered by manufacturer warranties.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement that are more than 30 days past-due will begin accruing interest charges based on U.S. Treasury borrowing rates and may ultimately be referred for collection.

Leesburg International Airport Accounts Payable Information

Tax Identification Number: 59-6000362
Bill To Representative: Tracey Dean Airport Manager
Phone Number: 352-728-9720
Email Address: tracey.dean@leesburgflorida.gov
Address: PO Box 490630 Leesburg FL 34749 Attn: Airport

Equipment Ownership

CBP will retain possessory ownership of all equipment used in CBP operations until CBP vacates the premises. CBP will transfer the equipment reimbursed by Leesburg International Airport when CBP vacates the premises. Within two months (60-days) of installation and reimbursement, CBP OIT will deliver a list of serial numbers and/or other identification and warranty information for Leesburg International Airport reimbursed equipment to the point of contact listed below.

Leesburg International Airport Equipment Administrator: Tracey Dean
Email Address: tracey.dean@leesburgflorida.gov
Phone Number: 352-516-7236
Ship to Address: 8807 Airport Blvd, Leesburg FL 34788

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

CBP OIT will be responsible for ordering and installing required circuit, data equipment, and connection(s) from Leesburg International Airport to the CBP National Data Center. CBP is also responsible for imaging, maintaining, and controlling all equipment listed in the attached CBP OIT Cost Estimate LSR005A-OFO-21096C. Leesburg International Airport will incur no CBP OIT charged service fees for any equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It is CBP's

responsibility to properly remove data before possession of any equipment is transferred to Leesburg International Airport. In the event data inadvertently remains on any equipment after transfer, Leesburg International Airport shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION

Authorized Representative

The signatory to this MOA represents and warrants that he or she is a duly authorized representative of Leesburg International Airport, with full power and authority to enter into this MOA and to bind Leesburg International Airport with regard to all matters relating to this agreement.

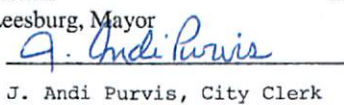
Agreement to these terms is attested by the signatures below.



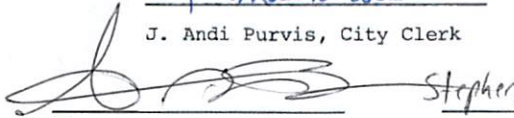
Signature
John Christian
City of Leesburg, Mayor

Email Address

May 10, 2021
Date

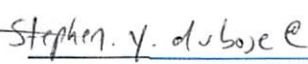
Attest: 

J. Andi Purvis, City Clerk



Signature
Stephen Y. Dubose
Port Director Orlando
Office of Field Operations, Miami Field Office
U.S. Customs and Border Protection

Email Address



Stephen Y. Dubose
CBP DHS GOV
05/11/2021
Date

U.S. Customs and Border Protection
Office of Information & Technology
Cost Sign-Off Document*

(*Actual costs will be derived from actual obligations)

This is a Rough Order of Magnitude Estimate.

Final costs will be determined once the network designs are completed

Site Code: LSR005A

Site Name: LEESBURG REGIONAL AIRPORT- USER FEE

Site Address: 8742 AIRPORT BLVD, LEESBURG, FL 34788

Date Prepared: 3/31/2021

Preparer: Chris Crouch

Equipment and Service Costs

Data Equipment Costs (OCC-31)

Line Item	Description	Qty	Unit Cost	Total
10	Std Desktop - Slim Line Form Factor (1TB SSD, 32 GB RAM)	4	\$1,650.00	\$6,600.00
20	NETGEAR AC1200 High Gain WiFi USB Adapter (BRAND NAME or EQUIVALENT)	4	\$100.00	\$400.00
30	Performance Laptop (512 GB SSD, 16 GB RAM)	1	\$2,800.00	\$2,800.00
40	Targus USB-C Universal DV4K Docking Station with Power - Model DOCK180USZ (BRANDNAME or EQUIVALENT)	1	\$250.00	\$250.00
50	Dell KB813 Smartcard Reader USB Keyboard (BRAND NAME or EQUIVALENT)	1	\$50.00	\$50.00
60	Corded USB Optical Mouse	1	\$20.00	\$20.00
70	ViewSonic 24" Monitor w/built-in Privacy Filter and Speakers (BRAND NAME or EQUIVALENT)	5	\$300.00	\$1,500.00
80	LG 24" TAA IPS FHD Monitor and Built-in Speakers (BRAND NAME or EQUIVALENT)	2	\$225.00	\$450.00
90	SLIK Mini Pro V Tripod with 2-Way Pan/Tilt Head - Black (BRAND NAME or EQUIVALENT)	3	\$30.00	\$90.00
100	Fujitsu ScanSnap iX1500 (BRAND NAME or EQUIVALENT)	1	\$500.00	\$500.00
110	Logitech C920 Pro WebCam w/5' Cable (BRAND NAME or EQUIVALENT)	5	\$100.00	\$500.00
120	3M Passport Reader Model AT9000MK2 (BRAND NAME or EQUIVALENT)	3	\$2,500.00	\$7,500.00
130	Tripp-Lite SmartOnline 120V 1.5kVA 1.2kW Double-Conversion UPS (BRAND NAME or EQUIVALENT)	2	\$900.00	\$1,800.00
140	APC P7V 7-Outlet 840 Joule Surge Suppressor (BRAND NAME or EQUIVALENT)	12	\$30.00	\$360.00
150	HP Color LaserJet M553dn Printer (BRAND NAME or EQUIVALENT)	1	\$800.00	\$800.00
160	HP Color OfficeJet 8720 Printer/Scanner/Copier (BRAND NAME or EQUIVALENT)	2	\$300.00	\$600.00
170	HP LaserJet Pro M404dn B/W Printer (BRAND NAME or EQUIVALENT)	1	\$300.00	\$300.00
180	10% Cost Contingency for Equipment	1	\$2,452.00	\$2,452.00
Total Data Equipment Costs:				\$26,972.00

Network Equipment Costs (OCC-31)

190	20 Mbps - 50 Mbps Router (ISR1100)	1	\$9,308.00	\$9,308.00
200	Riverbed Steelhead CX580 Enterprise	1	\$12,278.00	\$12,278.00
210	48-port Stackable Access Switch	1	\$14,955.00	\$14,955.00
220	1000Mbps Single Mode SFP	2	\$600.00	\$1,200.00
230	1000Mbps Multimode SFP	2	\$300.00	\$600.00
240	Cloud Managed Indoor AP	1	\$1,395.00	\$1,395.00

Line Item	Description	Qty	Unit Cost	Total
250	10% Cost Contingency for Equipment	1	\$3,973.60	\$3,974.00
Total Network Equipment Costs:				\$43,710.00
Voice Equipment Costs (OCC-31)				
260	There are no voice costs associated with this request.	0	\$0.00	\$0.00
270	10% Cost Contingency for Equipment	0	\$0.00	\$0.00
Total Voice Equipment Costs				\$0.00
BSDP Equipment Costs (OCC-31)				
280	There are no BSDP equipment costs associated with this request.	0	\$0.00	\$0.00
290	10% Equipment Contingency Costs	0	\$0.00	\$0.00
Total BSDP Equipment Costs:				\$0.00
Tactical Communication (TACCOM) Equipment Costs (OCC-31):				
300	There are no TACCOM equipment costs associated with this request. TACCOM Requirements will be revisited in a future CSO	0	\$0.00	\$0.00
310	10% Cost Contingency for Equipment	0	\$0.00	\$0.00
Total Communication Equipment Costs:				\$0.00
TOTAL EQUIPMENT COSTS:				\$70,682.00
Service Costs				
Circuit Costs (OCC-23)				
320	Spectrum 50M ICP new Circuit Installation	1	\$250.00	\$250.00
330	Spectrum 50M ICP Annual Recurring Costs (\$1,135.93 per Month)	12	\$1,135.93	\$13,631.16
340	Potential Estimated LEC Special Construction	1	\$5,000.00	\$5,000.00
350	15% Cost Contingency for Tax / USF	12	\$170.39	\$2,044.67
Total Circuit Costs:				\$20,925.83
BSDP Services Costs (OCC-25)				
360	There are no BSDP Service costs associated with this request.	0	\$0.00	\$0.00
370	10% Service Costs	0	\$0.00	\$0.00
Total BSDP Contract Services Costs:				\$0.00
TACCOM Service Costs (OCC-25)				
380	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
Total Tactical Communication Services Costs:				\$0.00
Government Travel (OCC-21)				
390	There are no Travel costs associated with this request.	0	\$0.00	\$0.00
Total Government Travel Costs:				\$0.00
TOTAL SERVICE COSTS:				\$20,925.83
TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES				\$91,607.83
Out Year Recurring Service Costs				
Circuit Recurring Costs (OCC-23)				

Line Item	Description	Qty	Unit Cost	Total
400	Spectrum 50M ICP Annual Recurring Costs (\$1,135.93 per Month)	12	\$1,135.93	\$13,631.16
410	15% Cost Contingency for Tax / USF	12	\$170.39	\$2,044.67
Total Recurring Circuit Costs:				\$15,675.83
Network Equipment Service Costs (OCC-25)				
420	ICP Router (ISR1100) Maintenance Annual Recurring Costs	1	\$ 931.00	\$931.00
430	Access Switch (48-port) Maintenance Annual Recurring Costs	1	\$ 1,496.00	\$1,496.00
440	Riverbed (CX580) Maintenance Annual Recurring Costs	1	\$ 2,283.00	\$2,283.00
450	Indoor AP Maintenance Annual Recurring Costs	1	\$ 140.00	\$140.00
Total Recurring Network ServiceCosts:				\$4,850.00
BSDP Service Costs (OCC-25)				
460	There are no BSDP Service costs associated with this request.	0	\$0.00	\$0.00
Total Recurring BSDP ServiceCosts:				\$0.00
TACCOM Annual Operation and Maintenance Costs (OCC-25)				
470	There are no TACCOM Service costs associated with this request.	0	\$0.00	\$0.00
Total RecurringTACCOM ServiceCosts:				\$0.00
TOTAL ANNUAL RECURRING COSTS				\$20,525.83
NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.				
Acceptance				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
Authority Signature:		Date:		
John Christian, Mayor		April 26, 2021		
Authority Printed Name:				
J. Andi Purvis, City Clerk				
Phone/Email Address:				
OIT REFERENCE Number: LSR005A-OFO-21096C Document Expiration Date: 5/27/2021				

**CUSTOMS AND BORDER PROTECTION
MEMORANDUM OF AGREEMENT

USER FEE AIRPORT PROGRAM**

Under the provisions of Section 236 of the Trade and Tariff Act 1984 (P.L.98-573), as amended (19 U.S.C. 58b), the Commissioner of Customs and Border Protection is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The purpose of this agreement is to designate the following location and its defined adjoining facilities as eligible for such services under the conditions set forth herein.

Airport Name: Leesburg Regional Airport
Location: 501 West Meadow Street
P.O. Box 490630
Leesburg, FL 34749-0630

The above-named airport shall be considered to be the “person” using Customs and Border Protection services, as the term is applied in Section 236 of P.L. 98-573. In accordance with the requirements of Section 236 (c) of the law, a determination has been made that the volume of business anticipated at the airport, and defined adjoining facilities, is insufficient to justify the availability of unreimbursable inspectional services.

CUSTOMS AND BORDER PROTECTION OFFICE LOCATION DEFINED

For purposes of determining reimbursable travel costs, identify the physical address of the proposed Customs and Border Protection office, if different from the location named above.

8742 Airport Blvd
Leesburg, FL 34788

CUSTOMS AND BORDER PROTECTION LOCATIONS DEFINED

Specify below any other locations (other than the airport itself) at which Customs and Border Protection services would be expected: (i.e., define all adjoining or adjacent facilities, such as Foreign Trade Zones).

None

GEOGRAPHIC BOUNDARIES OF SERVICE DEFINED

Service may only be provided at the mutually agreed upon location listed below. A plat highlighting the service boundaries may also be attached.

Area Bound By

New Sunair Aviation, Inc.

Lease dated 12/10/03

8742 Airport Boulevard

Leesburg, Florida 34788

*See Exhibit "A"

FACILITY STANDARDS

Airports requesting Customs and Border Protection services must meet and maintain Customs and Border Protection facility standards. Facilities that fail to maintain Customs and Border Protection facility standards will be subject to a 120-day notice terminating this agreement.

CUSTOMS AND BORDER PROTECTION RESPONSIBILITIES

The Customs and Border Protection Bureau has determined that 1 full-time inspector (s) will be required at this airport. Regular Customs and Border Protection services will be provided as specified below. Any service provided outside these hours may be subject to overtime and/or premium pay. The full cost of overtime service and/or premium pay will be paid by the airport and at the rates prescribed by Section 267 of Title 19, United States Code, as amended.

The work schedule that has been agreed to is as follows:

Weekly Work Schedule: **Monday through Friday**

Hours of Service: **8:30 a.m. until 5:00 p.m. Note: Hours may be adjusted by U.S. Customs & Border Protection to maximize efficiency.**

In the absence of required inspectional services, the Customs and Border Protection Bureau may assign other duties to the inspector at another location.

EMERGENCY ADJUSTMENT TO LEVEL OF SERVICE

During emergencies that may arise, Customs and Border Protection reserves the right to adjust the level of service provided to address high alert security situations. Permission to land may be denied if sufficient personnel are not available.

Billing adjustments will be made to reflect adjustments to the level of service.

AIRPORT RESPONSIBILITIES

Base Fee

The airport agrees to reimburse the Customs and Border Protection Bureau for the full-year cost of each inspector. The base fee for each full-time inspector is \$140,874 for the first year and \$123,438 for succeeding years, which includes all salary and benefit costs, and all administrative overhead costs.

The airport agrees to pay all cost-of-living allowances, if applicable. Fees will be increased for all adjustments and changes in the rate of pay and allowances mandated by legislative and regulatory requirements.

Additional Fees

The airport agrees to reimburse all travel, transportation, relocation, and per diem costs incurred by Customs and Border Protection in performing regular inspectional duties or for personnel to be brought to the airport from other locations for internal control verifications, special enforcement activities, training, etc., as may be necessary.

The airport agrees to reimburse all ADP costs, including equipment purchase, installation, connectivity, maintenance and the cost of upgrading and replacing equipment on a schedule determined by Customs and Border Protection.

Payment of Fees

All of the above-mentioned expenses will be determined in accordance with generally accepted accounting principles and standards. The annual fee will be billed in quarterly installments. The initial payment is due 15 days prior to the service date of this agreement. Any cost-of-living allowance, travel, per diem, transportation, relocation and any other variable expense will be collected after it is incurred, and will be invoiced as an adjustment to the next quarterly installment.

If any amounts due Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. In the event of termination, all costs incurred by Customs and Border Protection, which have not been reimbursed, will become immediately due and payable. Interest on unpaid fees will accrue based on current U.S. Treasury borrowing rates.

Facilities

Airports requesting services must satisfy Customs and Border Protection facility

standards before submission of this agreement. The standards are specified in the **User Fee Airport Facilities Standards** document and the **Technical Standards for Customs Passenger Processing at Airports** document. The Customs and Border Protection Management Center that oversees the User Fee Airport will inspect the facilities and verify whether the facility standards are met prior to submission of this agreement. Facilities that fail to maintain facility standards, after initial approval, will be subject to a 120-day termination notice. The Customs and Border Protection Bureau reserves the right to update the facilities standards as necessary.

Secure space must be provided for the Customs and Border Protection inspector to inspect baggage and store seized items. The space provided to and occupied by Customs and Border Protection personnel must remain under the control of the airport that is entering into this agreement.

ADP Equipment

The Customs and Border Protection Bureau has specific requirements for software, computers, printers, file servers, data cabling, and connectivity to the Customs and Border Protection National Data Center. The Office of Information and Technology (OIT) will be responsible for ordering and installing a frame relay data connection from your facility to the Customs and Border Protection National Data Center. The Office of Information and Technology will develop the automated equipment configuration, determine the cost of this ADP equipment, and procure and install the ADP equipment based on the number of inspectors at this facility. The airport will be responsible for the procurement and installation of all data cabling components required for connectivity of the ADP equipment according to OIT provided specifications.

The airport will be billed for the purchase of the ADP equipment, the one-time charges for the network installation, and the annual recurring costs for equipment maintenance and network connectivity. This ADP equipment and network will be covered under Customs and Border Protection maintenance agreements. Equipment problems and network outages must be reported to the Customs and Border Protection Help Desk. Upgrades to the ADP equipment will be required on a schedule determined by Customs and Border Protection (every 3 years). The airport will retain ownership of this equipment.

Third Party Charges

The airport agrees to set and periodically review its rates to ensure that they are in accord with the airport's reimbursable expenses if the airport seeks reimbursement by the individual users of the Customs and Border Protection services provided.

SERVICE DATE

Service will begin on a date determined by the Customs and Border Protection Bureau. Billing will coincide with the actual start of service.

ANNUAL REVIEW OF AGREEMENT (MOA)

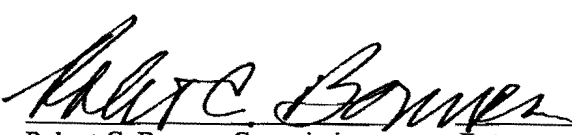
This agreement is subject to annual review. The Customs and Border Protection Bureau will conduct an annual review of this agreement to ensure that the requirements are being met. The Customs and Border Protection Bureau will issue a termination notice if the annual review indicates that the terms and requirements of this agreement are not being met.

TERMINATION OF AGREEMENT

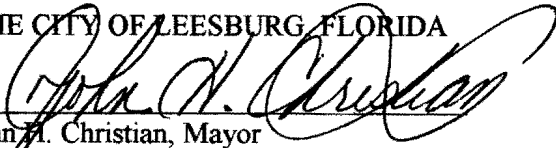
This agreement may be terminated by either party upon 120 days written notice. If any amounts due the Customs and Border Protection Bureau under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated.

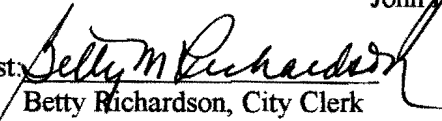
AUTHORIZATION (TWO COPIES WITH ORIGINAL SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.

<u>Name and Title, Port Authority</u>	<u>Signature</u>	<u>Date</u>
 Robert C. Bonner, Commissioner Customs and Border Protection		5/25/05

THE CITY OF LEESBURG, FLORIDA

By: 
John M. Christian, Mayor

Attest: 
Betty Richardson, City Clerk

*Attach:Exhibit A

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: November 8, 2021

From: Joseph Mera, (Deputy Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for, and if awarded, accept the Incumbent Worker Training (IWT) grant from Career Source Florida, for the reimbursement of training for Paramedic School, and providing an effective date.

Staff Recommendation:

Staff recommends applying for and, if awarded, accepting the Incumbent Worker Training (IWT) grant from Career Source Florida, for the reimbursement of training for Paramedic School.

Analysis:

The purpose of this grant is to seek reimbursement of up to 50% of the costs of sending current firefighters/EMTs to paramedic school.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the Incumbent Worker Training (IWT) grant from Career Source Florida, for the reimbursement of training for Paramedic School; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of funding three current FF/EMTs to attend Paramedic School is \$17,100. If awarded the grant through Career Source, the City of Leesburg could recover 50% or approximately \$8,500 of the costs.

Account No. 001-0000-337-2200

Project No. FDCARE

Submission Date and Time: 11/3/2021 8:59:13 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE LEESBURG FIRE DEPARTMENT TO APPLY
FOR, AND IF AWARDED, ACCEPT THE INCUMBENT WORKER TRAINING
(IWT) GRANT FROM CAREER SOURCE FLORIDA, FOR THE
REIMBURSEMENT OF TRAINING FOR PARAMEDIC SCHOOL, AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Leesburg Fire Department is hereby authorized to apply for and execute an agreement with Career Source Florida, whose address is Post Office Box 13179, Tallahassee, FL 32317, for the Incumbent Worker Training (IWT) grant.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk



Justification Form

Type: Customized Training ☐ IWT ☐

Company Name: City of Leesburg

Company Website: www.leesburgflorida.gov

Physical Address: 201 S. Canal St

City: Leesburg Zip Code: 34748

Mailing Address (if different): PO Box 490630

City: Leesburg Zip Code: 34749

Phone #: 352-728-9780 FAX#: _____ County: Lake

FEIN #: 59-6000362 # of Years in Business: 146

Authorized Representative Name: Joseph Mera

Title: Deputy Fire Chief Phone #: 352-728-9780 FAX #: _____

E-mail Address: joseph.mera@leesburgflorida.gov

• Who is the employee of record:

- | | |
|---|--|
| ☐ Professional Employment Organization | ☒ The Company Directly |
| ☐ Staffing Agency | ☐ Other: |

- Is the company current on all State of Florida tax obligations? If no, explain on a separate page and attach to this application. ☐ Yes ☒ No
- Total # of employees at all locations. 485
- Does the company have any immediate or future plans to downsize its workforce or to lay-off any of its existing employees, including the employees to be trained with this award? If yes, please explain on a separate page and attach to this application. ☐ Yes ☒ No
- Indicate the % of reimbursement the business is eligible for based on size: 50% ☐ Yes ☒ No

- Describe how this award will improve the company's competitiveness and effectiveness as well as provide opportunities for the employees to keep their jobs, advance within the company, receive a wage increase, and/or gain additional skills:

There is currently, statewide a paramedic shortage. We have 3 positions open for firefighter/paramedics that have been open for quite some time. As of current we have had no qualified applicants for the positions. We have had instances where we have had to "black-out" fire stations due to not having enough paramedics on duty, this is a public safety issue. We are willing to take our current firefighter/EMTs and have them go to paramedic school. Those members that go to paramedic school will receive a sizeable increase in wages. They will also gain valuable, life saving knowledge skills and abilities. Being a paramedic will give them the potential to advance in the organization.

Currently as EMTs their life saving skills are limited to basic skills, becoming paramedics will increase their effectiveness on the emergency scene and in the job field overall.

- Describe in detail the proposed training project. Include descriptive information on the training being requested, the certification that will be received at successful completion and the training vendor information below:

The training project is to send three members to paramedic school, the classes are delivered at the local Vo-Tech. Selected members will attend class over the course of almost 12 months. The training is a national and state outlined program that is approved and certified to meet the job requirements. Upon completion of the course students will be qualified to take the State of Florida Paramedic Certification test. Completion Rate in 2016 was 90%; Placement Rate in 2016 was 100%; Licensure Pass Rate in 2016 was 100% The Lake Technical College Paramedic Program is accredited by the Commission on Accreditation of Allied Health Education Programs.

Training Vendor Company Name: Lake Technical College

Physical Address: 2001 Kurt St

City, State: Eustis, FL Zip Code: 32726

Mailing Address (if different): Same

City, State: _____ Zip Code: _____

Training Vendor Representative Name: Pamela Teegardin

Title: Career Advisor Phone #: 352-589-2250 ext. 1823 FAX #: 352-483-2611

Email Address: TeegardinP@lake.k12.fl.us

- Please check all boxes which apply from this training.

☒ Improve long-term wage levels	☒ Lower employee turnover in our company
☒ Improve the short-term wage levels	☒ Critical to the short-term and/or long-term viability of our company
☐ Training will avert the need for the company to lay-off existing employees	☐ Increase the profitability of our company
☒ Training will improve the employees' opportunities to advance within the company	☐ Help prevent company from having to relocate operations
☒ Training will give the employees additional specific key occupational skills critical to their current job	☒ Improve our ability to be competitive in all our markets
☐ Assist in the training of veterans	☐ Create ☐ new jobs within our company and/or will save ☐ jobs within our company
☒ Entry level jobs will be created as a result of this training due to upward mobility of trainee	

- Please provide the following information for those employees who will be trained using this award.

Job Title	Type/Name of Training	# of Employees Trained	Length of Training Hours	Anticipated Training Start Date	Training Provider Name	Estimated Total Cost of training
FF/EMT	Paramedic School	3	1100	12/27/2021	Lake Tech	\$ 17,196.00
						\$
						\$
						\$

- Number of individual, unique employees that are proposed to be trained 3
- Please identify the name and contact information in the organization who will be responsible for collecting the required documentation of the participant(s) being trained.

352-728-9780

Contact Phone Number

Joseph Mera

Contact Name

joseph.mera@leesburgflorida.gov

Contact Email

- Complete the following budget in as much detail as possible.

Budget category	Estimated cost per trainee	# of employees to be trained	Total estimated cost of training	Total \$ amount to be paid by CSCF	Total \$ amount to be paid by Employer
Tuition	\$3,168.00	3	\$9,504.00	\$4,752.00	\$4,752.00
Training equipment Purchase	\$0	0	\$0	IWT Award Cannot Fund	\$0
Travel, Food, Lodging	\$0	0	\$0	IWT Award Cannot Fund	\$0
Other Costs (Textbooks, training materials, etc.) <i>(describe in detail if you wish to propose that it be included in the award)</i>	\$2,564.00	3	\$7,692.00	\$3,846.00	\$3,846.00
Employee Wages	\$0	0	\$0	IWT Award Cannot Fund	\$0
TOTALS =	\$5,732.00	3	\$17,196.00	\$8,598.00	\$8,598.00

IWT Approval Only
(Completed by the Business Service Senior Manager or designee)

Approved ☐ Denied ☐

Reason for Denial:

X

Senior Manager, Business Services

Date: __/__/__ Business Services Consultant

X

Senior Manager, Business Services

Date: __/__/__

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 8, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a 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 supply Natural Gas to Lakeland for electrical power generation purposes, authorizing the City Manager and the City Attorney to fill in blanks in the agreement pertaining to the actual discount achieved, the length of the first pricing period, and the dates the agreement is executed; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Sales Contract between the City of Leesburg and the City of Lakeland, Florida.

Analysis:

On September 27, 2021, the City Commission approved a Gas Sales Contract with Lakeland, Florida for the sale of Natural Gas to Lakeland for the purpose of power generation. Because of the volatility of natural gas prices, Lakeland was only able to acquire approximately 40% of the Natural Gas desired. This contract will supply the additional gas needed under the same provisions as the previous contract. As with the previous contract, 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 contract is for five years. Without termination notice from Lakeland, transactions will continue until a 30-year term is complete. Should the City of Lakeland no longer need the volumes requested, the City of Leesburg will no longer be bound to the contract. A Directive to FGU to purchase specific natural gas quantities as outlined in the contract will be submitted for City Commission approval at a future meeting.

Procurement Analysis:

N/A

Options:

1. Approve the Gas Sales Contract; or
2. Such other action that the commission deems appropriate.

Fiscal Impact:

N/A

Submission Date and Time: 11/3/2021 3:10:21 PM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A 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 SUPPLY NATURAL GAS TO LAKELAND FOR ELECTRICAL POWER GENERATION PURPOSES, AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO FILL IN BLANKS IN THE AGREEMENT PERTAINING TO THE ACTUAL DISCOUNT ACHIEVED, THE LENGTH OF THE FIRST PRICING PERIOD, AND THE DATES THE AGREEMENT IS EXECUTED, 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 Agreement between the City of Leesburg and the City of Lakeland, Florida, for the purpose of setting forth the terms under which Leesburg will supply natural gas to Lakeland to be used for the purpose of generating electrical power. Further, the City Manager and the City Attorney are authorized to fill in the blanks in the Agreement pertaining to the actual discount achieved, which must be equal to or better than \$0.30 minimum, the length of the initial pricing period, and the dates the Agreement is executed. No material changes may be made to the Agreement, however.

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 _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

GAS SALES CONTRACT

BY AND BETWEEN

THE CITY OF LEESBURG, FLORIDA

AND

THE CITY OF LAKELAND, FLORIDA

DATED AS OF NOVEMBER __, 2021

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GAS SALES CONTRACT

PREAMBLE

This Gas Sales Contract (the “Agreement”), dated as of November __, 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 November __, 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; and (iv) Purchaser shall have received all necessary authorizations to enter into and perform under this contract.

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 November __, 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 2021C 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 [_____] and BP Energy Company, (ii) the ISDA Master Agreement, together with the Schedule thereto and a related Confirmation, each between Seller and [_____] 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 [_____] 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 Section 4.2, and any substitute index price determined under Section 4.2.

(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

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

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.

(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 November __, 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 "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

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.

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 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.

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:⁴

Institution Wells Fargo Bank

ABA#: 121000248

DDA#: _____

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

⁴ NTD: Confirm final wire instructions from Trustee.

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

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

Delivery Point	MMBtu/Day	Index Price	Delivery Point Premium (\$/MMBtu)
Transco Station 85 Pool ZN4A, or Pine View M3617, or Scott Mountain M3601	5,800	<i>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"</i>	\$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)	<i>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"</i>	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

FORM OF FEDERAL TAX CERTIFICATE

This Federal Tax Certificate is executed in connection with the Gas Sales Contract dated as of November __, 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 [] MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [] MMBtu. The annual average amount of Gas which Purchaser otherwise has a right to acquire as of the Closing Date is [] 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 [] 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) []% 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

[DATE OF CLOSING], 2021

City of Lakeland Florida

Re: Gas Supply Agreement dated [November __], 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 [November __, 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 November, 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 7 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 November __, 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

November __, 2021

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

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 [November __], 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:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 8, 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 a Task Order with GAI Consultants, Inc., for professional design services for aircraft hangar buildings and associated taxilanes at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends execution of the GAI Consultants, Inc. Task Order to design and permit hangars and associated infrastructure, for an amount not to exceed \$129,840.00.

Analysis:

One of the outcomes of the CC/AAB joint workshop held on August 12, 2021, is that hangars remain a high priority. There are currently 53 people on the LEE wait list. It was decided that the City will fund the design of new hangars in fiscal year 2022, using 100% Airport revenue, and be ready when FDOT has available construction funds. GAI Consultants, Inc., working under a continuing services agreement, presented a proposal for hangar design and permitting for an amount not to exceed \$105,720.00. This amount for design is in the current Airport Capital Projects budget.

On the evening of the September Advisory Board meeting, some tenants and board members informed the airport manager that they would like to see a broader mix of hangar type/design, specifically, maintenance type hangars that could accommodate aeronautical businesses. GAI Consultants Inc., presented an alternative proposal to incorporate this request, for an amount not to exceed \$129,840.00. The maintenance hangar building would be outfitted with features such as a restroom, floor drains and oil/water separators, parking, etc.

The Board reviewed the two different designs at the October Advisory Board meeting, at which three members were present, and they unanimously recommended the second design proposal, consisting of one (1) storage box-hangar building, two (2) storage t-hangar buildings, one (1) maintenance hangar building, and associated taxilanes. The project site is a 3± acre parcel located south of U.S. Highway 441, west of Echo Drive, and north of Airport Boulevard. The project site is depicted in the chosen Master Plan alternative as being utilized for hangar construction.

Procurement Analysis:

On July 12, 2021, the City Commission approved Resolution 10,879 authorizing execution of a Professional Services Agreement on a Continuing Basis with GAI Consultants, Inc. The Agreement allows the City to order services for airport projects through the use of a Task Order. This process is in accordance with Florida Statute 287.055 Consultants Competitive Negotiation Act (CCNA).

Options:

1. Approve and execute the Task Order for design services in the amount not to exceed \$129,840.00; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This original project was included in the current Airport Capital Projects fund for \$105,720.00. The proposed adjusted project by the Airport Advisory Board will be \$129,840.00. Should the Commission decide to move forward with the Advisory Board recommendation, a budget adjustment of \$24,120.00 for available Airport Cash will be necessary.

Account No. 048-8099-542-31.30

Project No. 480003

WF No. WF1383898/1

Req. No. 53923

Budget \$105,720.00

Available \$105,720.00

Submission Date and Time: 11/3/2021 3:13:04 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH GAI CONSULTANTS, INC., FOR PROFESSIONAL
DESIGN SERVICES FOR AIRCRAFT HANGAR BUILDINGS AND
ASSOCIATED TAXILANES AT THE LEESBURG INTERNATIONAL
AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with GAI Consultants, Inc., whose address is 618 E. South Street, Suite 700, Orlando, FL 32801, for professional design services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk



**SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
AIRCRAFT STORAGE HANGARS
(DESIGN SERVICES)**

Project Description: The Leesburg International Airport (LEE) has identified the area north of Airport Boulevard and west of Echo Drive for development of aircraft storage hangars for general aviation aircraft. The buildings will accommodate piston and small turbine aircraft similar in size of those currently stored in the existing hangars. The hangars will utilize existing taxilanes for access to the airfield. Stormwater treatment and utility connections will also utilize existing infrastructure where possible.

Project Justification: The Airport currently has a waiting list of nearly fifty aircraft owners desiring storage hangars at LEE. Completing the design provides a plan ready project for FDOT construction funding opportunities.

Tasks and Cost: This scope of services includes Design and Permitting Services. Total Lump Sum cost of this scope of services is **\$105,720.00**.

DESIGN SERVICES INCLUDES:

Site Design: Paving and grading for four (4) aircraft storage hangar buildings. Topographic survey and geotechnical investigation will be conducted as part of this project.

Drainage Design: Conveyance, inlets, pipes, and downspout connections.

Utility Design: Water, and electrical connections.

Permitting: St. Johns River Water Management District and City of Leesburg Site Plan Review.

Building Design: Performance specification for two (2) types of aircraft storage hangar buildings. Specification will include pertinent dimensions and amenities to be included in the pre-engineered metal buildings.

Task 1 - Preliminary & Schematic Design / 30% Plans (\$40,520)

Task 1 services will involve preliminary site design and the production of 30% Plans. The Task shall include:

- Geotechnical Investigation,
- Field Survey,
- Preliminary Site Plans,
- Submittal of Categorical Exclusion,
- Utility Coordination, and
- Drainage Evaluation.

Task 2 – Design Development / 60% Plans (\$43,320)

The Consultant shall address any changes requested by the OWNER at the 30% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 60% Plans to include the following:

- Incorporate OWNER Comments,
- Refined Project Site Plans,
- Preliminary Building Specification,
- Preliminary Front-End Document,
- Preliminary Technical Specifications,
- Preliminary Grading,
- Preliminary Drainage Design,
- Submittal of SJRWMD Stormwater Permit Application,
- Preliminary Utility Design,
- Construction Phasing and Schedule,
- Submittal of project for City Plan Review,
- Submittal to FAA OE/AAA (Airspace Review), and
- Construction Cost Estimate.

The Consultant will prepare 60% Plans and Specifications, and a Construction Cost Estimate.

The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 100% Construction Documents.

Task 3 – Construction Documents / 100% Plans (\$21,880)

The Consultant shall address any changes requested by the OWNER at the 60% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 100% Design to include the following:

- Incorporate OWNER Comments,
- Incorporate Permitting Comments,
- Final Plans,
- Final Front-End Documents,
- Final Technical Specifications, General Provisions/Supplementary Conditions,
- Final Quantities and Bid Schedule,
- Final Construction Phasing and Schedule, and
- Final Construction Cost Estimate.

The Consultant will prepare Construction Plans and Specifications, and a Final Construction Cost Estimate.

DESIGN PAYMENT DELIVERABLES / MILESTONES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Invoiced on a monthly basis, in proportion to the percentage of completion.
- Preliminary & Schematic Building Design / 30% Plans - Three (3) copies of the Preliminary Plans in 22"x34" format will be submitted to the OWNER for distribution.
- Design Development / 60% Plans - Three (3) copies of the 60% Plans in 22"x34" format, and a draft set of specifications and front-end documents will be submitted to the OWNER for distribution.
- Construction Documents / 100% Plans - Three (3) copies of the 100% Plans in 22"x34" format, and a final set of specifications and front-end documents will be submitted to the OWNER for distribution.

08/19/2021

FEE PROPOSAL

DESIGN SERVICES FOR AIRCRAFT STORAGE HANGARS

LEESBURG INTERNATIONAL AIRPORT

LABOR SUMMARY

TASK	DESCRIPTION
1	PRELIMINARY & SCHEMATIC BUILDING DESIGN / 30% PLANS
1.1	General Coordination with OWNER
1.2	Preliminary Site Plans,
1.3	Submittal of Categorical Exclusion,
1.4	Utility Coordination, and
1.5	Drainage Evaluation
1.6	Field Survey (McMillen Survey)
1.7	Geotechnical Investigation (Cal-Tech Testing)
	Subtotal
2	DESIGN DEVELOPMENT / 60% PLANS
2.1	General Coordination with OWNER
2.2	Refined Project Site Plans
2.3	Preliminary Building Specification (KMA)
2.4	Preliminary Front-End Document
2.5	Preliminary Technical Specifications
2.6	Preliminary Grading
2.7	Preliminary Drainage Design
2.8	Submittal of SJRWMD Stormwater Permit Application
2.9	Preliminary Utility Design
2.10	Construction Phasing and Schedule
2.11	Submittal of project for City Plan Review
2.12	Submittal to FAA OE/AAA (Airspace Review)
2.13	Construction Cost Estimate
	Subtotal
3	CONSTRUCTION DOCUMENTS / 100% PLANS
3.1	General Coordination with OWNER
3.2	Incorporate Permitting Comments
3.3	Final Plans
3.4	Final Front-End Documents
3.5	Final Technical Specifications, General Provisions/Supplementary Conditions (incl KMA)
3.6	Final Quantities and Bid Schedule
3.7	Final Construction Phasing and Schedule
3.8	Final Construction Cost Estimate
	Subtotal

Technical/Professional 23		Technical/Professional 11		Technical/Professional 08		Technical/Professional 04		Subconsultant
Rate/Hour:	\$ 265	Rate/Hour:	\$ 160	Rate/Hour:	\$ 125	Rate/Hour:	\$ 90	\$ -
Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost
4	\$ 1,060		\$ -		\$ -		\$ -	\$ -
	\$ -	4	\$ 640	8	\$ 1,000	32	\$ 2,880	\$ -
	\$ -	4	\$ 640		\$ -		\$ -	\$ -
	\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ -
	\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ -
	\$ -		\$ -	8	\$ 1,000	12	\$ 1,080	\$ 15,000
	\$ -		\$ -	4	\$ 500		\$ -	\$ 12,000
4	\$ 1,060	16	\$ 2,560	36	\$ 4,500	60	\$ 5,400	\$ 27,000
4	\$ 1,060		\$ -		\$ -		\$ -	\$ -
	\$ -	24	\$ 3,840	40	\$ 5,000	80	\$ 7,200	\$ -
	\$ -	2	\$ 320		\$ -		\$ -	\$ 6,000
	\$ -	2	\$ 320	4	\$ 500		\$ -	\$ -
	\$ -	2	\$ 320	8	\$ 1,000		\$ -	\$ -
	\$ -	6	\$ 960	16	\$ 2,000	40	\$ 3,600	\$ -
	\$ -		\$ -	16	\$ 2,000	16	\$ 1,440	\$ -
	\$ -	2	\$ 320	8	\$ 1,000		\$ -	\$ -
	\$ -	2	\$ 320	4	\$ 500	8	\$ 720	\$ -
	\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ -
	\$ -	4	\$ 640		\$ -		\$ -	\$ -
	\$ -		\$ -	4	\$ 500	4	\$ 360	\$ -
	\$ -	2	\$ 320	4	\$ 500	8	\$ 720	\$ -
4	\$ 1,060	50	\$ 8,000	108	\$ 13,500	164	\$ 14,760	\$ 6,000
4	\$ 1,060		\$ -		\$ -		\$ -	\$ -
	\$ -	2	\$ 320	8	\$ 1,000	16	\$ 1,440	\$ -
	\$ -	4	\$ 640	16	\$ 2,000	40	\$ 3,600	\$ -
	\$ -	2	\$ 320	8	\$ 1,000		\$ -	\$ -
	\$ -	2	\$ 320	16	\$ 2,000		\$ -	\$ 2,000
	\$ -	2	\$ 320	8	\$ 1,000	8	\$ 720	\$ -
2	\$ 530	2	\$ 320	4	\$ 500	8	\$ 720	\$ -
2	\$ 530	2	\$ 320	4	\$ 500	8	\$ 720	\$ -
8	\$ 2,120	16	\$ 2,560	64	\$ 8,000	80	\$ 7,200	\$ 2,000

Labor Costs	
Hours	Cost
4	\$ 1,060
44	\$ 4,520
4	\$ 640
20	\$ 2,360
20	\$ 2,360
20	\$ 17,080
4	\$ 12,500
116	\$ 40,520
4	\$ 1,060
144	\$ 16,040
2	\$ 6,320
6	\$ 820
10	\$ 1,320
62	\$ 6,560
32	\$ 3,440
10	\$ 1,320
14	\$ 1,540
16	\$ 1,860
4	\$ 640
8	\$ 860
14	\$ 1,540
326	\$ 43,320
4	\$ 1,060
26	\$ 2,760
60	\$ 6,240
10	\$ 1,320
18	\$ 4,320
18	\$ 2,040
16	\$ 2,070
16	\$ 2,070
168	\$ 21,880

Total Labor and Expenses

16	\$ 4,240	82	\$ 13,120	208	\$ 26,000	304	\$ 27,360	\$ 35,000
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610	\$ 105,720
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**SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
AIRCRAFT STORAGE HANGARS
(DESIGN SERVICES)**

Project Description: The Leesburg International Airport (LEE) has identified the area north of Airport Boulevard and west of Echo Drive for development of aircraft storage and maintenance hangars for general aviation aircraft. The aircraft storage hangars will accommodate piston and small turbine aircraft similar in size of those currently stored in the existing hangars. The maintenance hangar building will include floor drains, oil/water separators, restrooms, and automobile parking for each unit. The buildings will utilize existing taxilanes for access to the airfield and Airport Boulevard for landside access. Stormwater treatment and utility connections will also utilize existing infrastructure where possible.

Project Justification: The Airport currently has a waiting list of nearly fifty aircraft owners desiring storage hangars, and there is continued demand for maintenance hangar space. Completing the design provides a plan ready project for FDOT construction funding opportunities.

Tasks and Cost: This scope of services includes Design and Permitting Services. Total Lump Sum cost of this scope of services is **\$129,840.00**.

DESIGN SERVICES INCLUDES:

Site Design: Paving, grading, soil erosion control, restoration, and construction safety and phasing plan (CSPP) design for three (3) aircraft storage hangar buildings, and one (1) aircraft maintenance hangar building. Topographic survey and geotechnical investigation will be conducted as part of this project.

Drainage Design: Conveyance, inlets, pipes, and downspout connections for all developed areas within the project limits.

Utility Design: Water, sewer, and electrical connections. Sewer connections shall be limited to the units with bathrooms.

Permitting: St. Johns River Water Management District stormwater permitting, City of Leesburg Site Plan Review, and FDEP Permitting for water and sewer connections.

FAA Coordination: Environmental clearance and airspace clearance submittals to the FAA.

Building Design: Performance specifications for two (2) types of aircraft storage hangar buildings (T-Hangar & Box Hangar), and one (1) aircraft maintenance hangar building. Specifications will include pertinent dimensions, amenities, and finishes to be included in the pre-engineered metal buildings.

Task 1 - Preliminary & Schematic Design / 30% Plans (\$46,160)

Task 1 services will involve preliminary site design and the production of 30% Plans. The Task shall include:

- Geotechnical Investigation,
- Field Survey,
- Preliminary Site Plans & Draft CSPP,
- Submittal of Categorical Exclusion,
- Utility Coordination, and
- Drainage Evaluation.

Task 2 – Design Development / 60% Plans (\$57,020)

The Consultant shall address any changes requested by the OWNER at the 30% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 60% Plans to include the following:

- Incorporate OWNER Comments,
- Refined Project Site Plans,
- Preliminary Building Specification,
- Preliminary Front-End Document,
- Preliminary Technical Specifications,
- Preliminary Grading & Soil Erosion Control,
- Preliminary Drainage Design,
- Submittal of SJRWMD Stormwater Permit Application,
- Preliminary Utility Design & FDEP Permit Submittals,
- Construction Phasing and Schedule,
- Submittal of project for City Plan Review,
- Submittal to FAA OE/AAA (Airspace Review), and
- Construction Cost Estimate.

The Consultant will prepare 60% Plans and Specifications, and a Construction Cost Estimate.

The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 100% Construction Documents.

Task 3 – Construction Documents / 100% Plans (\$26,660)

The Consultant shall address any changes requested by the OWNER at the 60% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 100% Design to include the following:

- Incorporate OWNER Comments,
- Incorporate Permitting Comments,
- Final Plans,
- Final Front-End Documents,

- Final Technical Specifications, General Provisions/Supplementary Conditions,
- Final Quantities and Bid Schedule,
- Final Construction Phasing and Schedule, and
- Final Construction Cost Estimate.

The Consultant will prepare Construction Plans and Specifications, and a Final Construction Cost Estimate.

DESIGN PAYMENT DELIVERABLES / MILESTONES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Invoiced on a monthly basis, in proportion to the percentage of completion.
- Preliminary & Schematic Building Design / 30% Plans - Three (3) copies of the Preliminary Plans in 24"x36" format will be submitted to the OWNER for distribution.
- Design Development / 60% Plans - Three (3) copies of the 60% Plans in 24"x36" format, and a draft set of specifications and front-end documents will be submitted to the OWNER for distribution.
- Construction Documents / 100% Plans - Three (3) copies of the 100% Plans in 24"x36" format, and a final set of specifications and front-end documents will be submitted to the OWNER for distribution.

09/16/2021

FEE PROPOSAL
DESIGN SERVICES FOR AIRCRAFT STORAGE HANGARS
LEESBURG INTERNATIONAL AIRPORT

LABOR SUMMARY

TASK	DESCRIPTION	Technical/Professional 23		Technical/Professional 11		Technical/Professional 07		Technical/Professional 04		Subconsultant	Labor Costs	
		Rate/Hour:	\$ 265	Rate/Hour:	\$ 160	Rate/Hour:	\$ 125	Rate/Hour:	\$ 90	\$ -	Hours	Cost
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost		
1	PRELIMINARY & SCHEMATIC BUILDING DESIGN / 30% PLANS											
1.1	General Coordination with OWNER	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
1.2	Preliminary Site Plans & Draft CSPP,		\$ -	8	\$ 1,280	16	\$ 2,000	40	\$ 3,600	\$ -	64	\$ 6,880
1.3	Submittal of Categorical Exclusion,		\$ -	4	\$ 640		\$ -		\$ -	\$ -	4	\$ 640
1.4	Utility Coordination, and		\$ -	8	\$ 1,280	16	\$ 2,000	8	\$ 720	\$ -	32	\$ 4,000
1.5	Drainage Evaluation		\$ -	8	\$ 1,280	16	\$ 2,000	8	\$ 720	\$ -	32	\$ 4,000
1.6	Field Survey (McMillen Survey)		\$ -		\$ -	8	\$ 1,000	12	\$ 1,080	\$ 15,000	20	\$ 17,080
1.7	Geotechnical Investigation (Cal-Tech Testing)		\$ -		\$ -	4	\$ 500		\$ -	\$ 12,000	4	\$ 12,500
	Subtotal	4	\$ 1,060	28	\$ 4,480	60	\$ 7,500	68	\$ 6,120	\$ 27,000	160	\$ 46,160
2	DESIGN DEVELOPMENT / 60% PLANS											
2.1	General Coordination with OWNER	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
2.2	Refined Project Site Plans		\$ -	32	\$ 5,120	40	\$ 5,000	80	\$ 7,200	\$ -	152	\$ 17,320
2.3	Preliminary Building Specification (KMA)		\$ -	8	\$ 1,280		\$ -		\$ -	\$ 13,000	8	\$ 14,280
2.4	Preliminary Front-End Document		\$ -	4	\$ 640	4	\$ 500		\$ -	\$ -	8	\$ 1,140
2.5	Preliminary Technical Specifications		\$ -	4	\$ 640	8	\$ 1,000		\$ -	\$ -	12	\$ 1,640
2.6	Preliminary Grading & Soil Erosion Control		\$ -	8	\$ 1,280	24	\$ 3,000	40	\$ 3,600	\$ -	72	\$ 7,880
2.7	Preliminary Drainage Design		\$ -		\$ -	24	\$ 3,000	16	\$ 1,440	\$ -	40	\$ 4,440
2.8	Submittal of SJRWMD Stormwater Permit Application		\$ -	4	\$ 640	8	\$ 1,000		\$ -	\$ -	12	\$ 1,640
2.9	Preliminary Utility Design & FDEP Permit Submittals		\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ -	20	\$ 2,360
2.10	Construction Phasing and Schedule		\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ -	16	\$ 1,860
2.11	Submittal of project for City Plan Review		\$ -	4	\$ 640		\$ -		\$ -	\$ -	4	\$ 640
2.12	Submittal to FAA OE/AAA (Airspace Review)		\$ -		\$ -	4	\$ 500	4	\$ 360	\$ -	8	\$ 860
2.13	Construction Cost Estimate		\$ -	2	\$ 320	4	\$ 500	12	\$ 1,080	\$ -	18	\$ 1,900
	Subtotal	4	\$ 1,060	74	\$ 11,840	128	\$ 16,000	168	\$ 15,120	\$ 13,000	374	\$ 57,020
3	CONSTRUCTION DOCUMENTS / 100% PLANS											
3.1	General Coordination with OWNER	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
3.2	Incorporate Permitting Comments		\$ -	4	\$ 640	8	\$ 1,000	16	\$ 1,440	\$ -	28	\$ 3,080
3.3	Final Plans		\$ -	8	\$ 1,280	20	\$ 2,500	40	\$ 3,600	\$ -	68	\$ 7,380
3.4	Final Front-End Documents		\$ -	2	\$ 320	8	\$ 1,000		\$ -	\$ -	10	\$ 1,320
3.5	Final Technical Specs, General Provisions/Supplementary Conditions (incl KMA)		\$ -	2	\$ 320	16	\$ 2,000		\$ -	\$ 5,000	18	\$ 7,320
3.6	Final Quantities and Bid Schedule		\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ -	20	\$ 2,360
3.7	Final Construction Phasing and Schedule	2	\$ 530	2	\$ 320	4	\$ 500	8	\$ 720	\$ -	16	\$ 2,070
3.8	Final Construction Cost Estimate	2	\$ 530	2	\$ 320	4	\$ 500	8	\$ 720	\$ -	16	\$ 2,070
	Subtotal	8	\$ 2,120	24	\$ 3,840	68	\$ 8,500	80	\$ 7,200	\$ 5,000	180	\$ 26,660
Total Labor and Expenses		16	\$ 4,240	126	\$ 20,160	256	\$ 32,000	316	\$ 28,440	\$ 45,000	714	\$ 129,840



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: November 8, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolutions related to the Leesburg International Airport Fuel Farm Project.

Staff Recommendation:

Staff recommends approval of each of the resolutions related to the Fuel Farm Project.

Item 1 – Resolution authorizing execution of the FDOT PTGA.

Item 2 – Resolution authorizing execution of a Task Order with GAI Consultants, Inc., for design and bidding services for the fuel farm rehabilitation, for an amount not to exceed \$199,885.00.

Analysis:

The existing self-serve fuel farm was constructed in 2001-2002. It consists of two (2) 12,000-gallon fuel tanks, Avgas and Jet A. It has been regularly maintained by SunAir Aviation, per Lease agreement; however, an overall inspection of the tanks and mechanical portions of the facility (pumps, motors, valves) should all be inspected. Additionally, the apron serving the facility has experienced structural deficiencies and the FDOT Pavement Management Report identifies the pavement as very poor.

The first task of the design shall be preparation of the pros and cons of rehabbing the fuel farm facility in its current location vs. relocating the facility to an alternative location depicted on the Master Plan. The Consultant and the Airport Manager will review this report with the Airport Advisory Board, allowing them to make a recommendation to the City Commission, before proceeding with design services.

Procurement Analysis:

On July 12, 2021, the City Commission approved Resolution 10,879 authorizing execution of a Professional Services Agreement on a Continuing Basis with GAI Consultants, Inc. The Agreement allows the City to order services for airport projects through the use of a Task Order. This process is in accordance with Florida Statute 287.055 Consultants Competitive Negotiation Act (CCNA).

Options:

1. Approve the resolutions as requested for each item related to the Fuel Farm Project; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project was approved in the FY 2021 budget for an amount of \$200,000.00. Funding will roll be rolled into the current fiscal year. This project is 80% funded by a FDOT reimbursable grant.

Account No. 048-8099-542-3130

Project No. 480003

Work Order No. WF1383912/1

Available \$200,000.00

Submission Date and Time: 11/3/2021 3:14:33 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
PUBLIC TRANSPORTATION GRANT AGREEMENT 444873-1-94-01,
BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND BIDDING
PHASES OF THE FUEL FARM PROJECT AT THE LEESBURG
INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Florida Department of Transportation whose address is 719 S Woodland Blvd, MS 530, Deland, FL 32720-6834, for grant funding.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 444873-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A	DDR 11-388-9752	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000362006
Contract Number:	Agency DUNS Number:		
CFDA Number: N/A	CFDA Title: N/A		
CSFA Number: 55.004	CSFA Title: Aviation Grant Program		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Fuel Farm Design at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

9. Project Cost:

- a. The estimated total cost of the Project is \$200,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$160,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims

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for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or

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coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Jack Adkins

Title: _____

Title: Interim Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Fuel Farm - The Leesburg International Airport (LEE) owns two (2) 12,000-gallon fuel tanks. One tank contains 100 Octane Low Lead (LL) fuel or Avgas and provides self-serve to the public as well as supplying fuel storage for the FBO to use for over the wing service. The second tank contains Jet A fuel, which provides storage for the FBO's use, to provide into-the-plane Jet A service. The existing fuel farm and its associated apron are located east of Taxiway B next to the ATCT. This project will provide a comparison of rehabilitating the existing fuel farm in place vs. relocating the fuel farm to an alternative location shown in the Airport Master Plan. A schematic design report will present the two options and their pertinent information to inform the Airport's direction for the project. Once a location has been selected, the fuel farm will be designed to meet current standards, provide airside and landside access, an aircraft wash area, and restroom amenities.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Fuel Farms – Design and Bidding Services: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, for the design plans for the rehabilitation/relocation of the fuel farm, survey and geotechnical costs, permitting, material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project.

"The specifics of the Project Scope for design are described in and limited by the Scope of Services provided by the airport in a request dated October 8, 2021." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

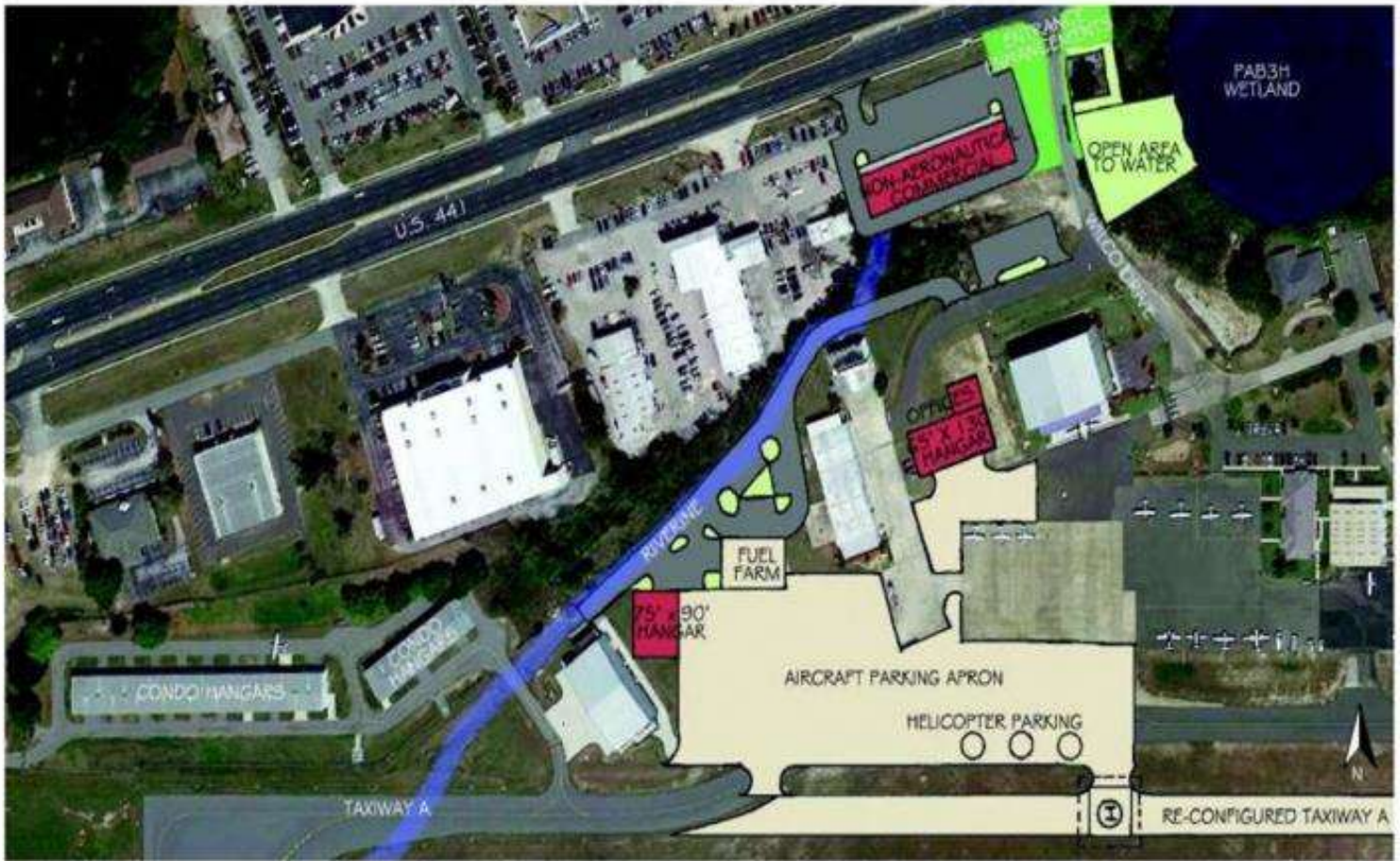


Figure 6-8
NORTH DEVELOPMENT AREA ALTERNATIVE FIVE



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444873-1-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$160,000.00
444873-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$40,000.00
Total Financial Assistance							\$200,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$160,000.00	\$40,000.00	\$0.00	\$200,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$160,000.00	\$40,000.00	\$0.00	\$200,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature



10/20/2021

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$160,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH GAI CONSULTANTS, INC. FOR PROFESSIONAL
DESIGN & BIDDING SERVICES RELATED TO THE FUEL FARM PROJECT
AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Task Order with GAI Consultants, Inc., whose address is 618 E. South Street, Suite 700, Orlando, FL 32801, for professional design services related to the Airport Fuel Farm Project pursuant to an existing Professional Services Agreement on a Continuing Basis.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

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

THIS TASK ORDER is made as of the 8th day of November in the year 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”, or “SPONSOR”, or “OWNER”), and **GAI CONSULTANTS, INC.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on July 12, 2021, pursuant to resolution 10879 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

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

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

1. **Recitals.**

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

2. **Scope of Services.**

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

**Project:
LEESBURG INTERNATIONAL AIRPORT
FUEL FARM REHABILITATION (DESIGN SERVICES)**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$199,885.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

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

GAI CONSULTANTS, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Fred A. Morrison, City Attorney



**SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
FUEL FARM REHABILITATION
(DESIGN AND BIDDING SERVICES)**

Project Description: The Leesburg International Airport (LEE) owns two (2) 12,000-gallon fuel tanks. One tank contains 100 Octane Low Lead (LL) fuel or Avgas and provides self-serve to the public as well as supplying fuel storage for the FBO to use for over the wing service. The second tank contains Jet A fuel, which provides storage for the FBO's use, to provide into-the-plane Jet A service. The existing fuel farm and its associated apron are located east of Taxiway B next to the ATCT.

This project will provide a comparison of rehabilitating the existing fuel farm in place vs. relocating the fuel farm to an alternative location shown in the Airport Master Plan. A schematic design report will present the two options and their pertinent information to inform the Airport's direction for the project. Once a location has been selected, the fuel farm will be designed to meet current standards, provide airside and landside access, an aircraft wash area, and restroom amenities.

Project Justification: The existing fuel farm was installed in 2002, and while it has been regularly maintained, an inspection of the tanks should be conducted to determine the overall condition of the facility. The mechanical portions of the fuel facility (pumps, motors, valves) will also be inspected, and recommendations for repair or replacement will be made during preliminary design. The apron serving the existing fuel facility has experienced structural deficiencies in the past and based on the 2019 FDOT Pavement Management Report the apron has a PCI of 26, or very poor.

If the facility is relocated, then an entirely new fuel facility will be placed on the new site which will include an aircraft fueling apron, taxiway connection, landside access, utility connections, stormwater facilities, and spill containment areas. If the existing facility is rehabilitated, the tanks and mechanical components of the system will be evaluated and replaced or repaired, the existing apron will be reconstructed, and existing stormwater facilities will be improved.

Tasks and Cost: This scope of services includes Design, Permitting and Bidding Services. Total Lump Sum cost of this scope of services is **\$199,885.00**.

DESIGN SERVICES INCLUDES:

Task 1 – Schematic Design Report (\$39,910.00)

Task 1 services will involve preparation of a report identifying the pros and cons of relocating the fuel farm as depicted on the current ALP vs. rehabilitation of the fuel facility in its current location. The Task shall include:

- Inspection of existing fuel facility,
- Conceptual layout of the fuel facility in each location,
- Documentation of the project elements required for each location,
- Estimate of construction cost for the proposed facility at each location, and

- List of Pros and Cons for each location.

The Consultant will meet with the Airport and Airport Advisory Board to review the Report and allow the AAB to make a recommendation to the City Commission. Once a site selection is made, the Consultant will proceed with 30% Construction Documents.

Task 2 - Preliminary Site Design / 30% Plans (\$36,575.00)

Task 1 services will involve preliminary site design and the production of 30% Plans. The Task shall include:

- Acquire Topographic Survey,
- Acquire Geotechnical Information,
- Develop Preliminary Plans,
- Develop Pavement Design, and
- Update Cost Estimate.

The Consultant will prepare 30% Plans and Construction Cost Estimate. The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 60% Construction Documents.

Task 3 – Design Development / 60% Plans (\$65,960.00)

The Consultant shall address any changes requested by the OWNER at the 30% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 60% Plans to include the following:

- Incorporate OWNER Comments,
- Field Verify Topographic Survey
- Update Preliminary Plans,
- Develop Draft CSPP,
- Submittal to FAA OE/AAA (Airspace Review),
- Develop General and Technical Specifications,
- Submit SJRWMD Stormwater Permit Application
- Submit FDEP Permit Applications, and
- Update Cost Estimate.

The Consultant will prepare 60% Plans, Specifications, and Construction Cost Estimate. The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 100% Construction Documents.

Task 4 – Construction Documents / 100% Plans (\$48,210.00)

The Consultant shall address any changes requested by the OWNER at the 60% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 100% Design to include the following:

- Incorporate OWNER/Permit Agency Comments,
- Finalize Design Plans,

- Final Front-End Documents
- Final Technical Specs, General Provisions/Supplementary Conditions
- Final Quantities and Bid Schedule
- Final Construction Phasing and Schedule, and
- Final Cost Estimate.

The Consultant will prepare Bidding Documents, Final Plans, and Final Construction Cost Estimate. The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding to bidding.

Task 5 – Bidding Services (\$9,230.00)

The CONSULTANT will perform general coordination and will:

- Prepare for and attend the Pre-Bid Conference,
- Respond to Bidder's questions,
- Issue plan revisions, and
- Prepare an Engineer's Recommendation of Award.

DESIGN PAYMENT DELIVERABLES / MILESTONES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Invoiced on a monthly basis, in proportion to the percentage of completion.
- Schematic Design Report - Three (3) bound copies of the Schematic Design Report and one PDF file will be submitted to the OWNER for distribution.
- Preliminary Design / 30% Plans - Three (3) copies of the Schematic Plans in 24"x36" format and one PDF file will be submitted to the OWNER for distribution.
- Preliminary Design / 60% Plans - Three (3) copies of the 60% Plans in 24"x36" format, a draft set of specifications and front-end documents, and one PDF file will be submitted to the OWNER for distribution.
- Final Design / 100% Plans - Three (3) copies of the 100% Plans in 24"X36" format, a final set of specifications, front-end documents, Engineer's Opinion of Probable Construction Cost, and one PDF file will be submitted to the OWNER for distribution.
- A signed and sealed plan set and bid documents, and one PDF file shall be provided for the OWNER's records.
- Bidding – Engineer's Recommendation of Award.

FEE PROPOSAL

DESIGN AND BIDDING SERVICES FOR FUEL FARM REHABILITATION

LEESBURG INTERNATIONAL AIRPORT

LABOR SUMMARY

TASK	DESCRIPTION	Technical/Professional 23		Technical/Professional 11		Technical/Professional 07		Technical/Professional 04		Subconsultant	Labor Costs	
		Rate/Hour:	\$ 265	Rate/Hour:	\$ 160	Rate/Hour:	\$ 125	Rate/Hour:	\$ 90			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Hours	Cost
1	SCHEMATIC DESIGN											
1.1	General Coordination with OWNER	4	\$ 1,060	2	\$ 320		\$ -		\$ -	\$ -	6	\$ 1,380
1.2	Inspection of existing fuel facility		\$ -	4	\$ 640		\$ -		\$ -	\$ 6,000	4	\$ 6,640
1.3	Conceptual layout of the fuel facility in each location		\$ -	2	\$ 320	8	\$ 1,000	40	\$ 3,600	\$ 2,000	50	\$ 6,920
1.4	Documentation of the project elements required for each location		\$ -	8	\$ 1,280	8	\$ 1,000		\$ -	\$ 2,000	16	\$ 4,280
1.5	Estimate of construction cost for the proposed facility at each location		\$ -	8	\$ 1,280	8	\$ 1,000	16	\$ 1,440	\$ 2,000	32	\$ 5,720
1.6	List of Pros and Cons for each location		\$ -	4	\$ 640	8	\$ 1,000		\$ -	\$ 2,000	12	\$ 3,640
1.7	Develop Schematic Design Report		\$ -	8	\$ 1,280	8	\$ 1,000	16	\$ 1,440	\$ 3,000	32	\$ 6,720
1.8	QA/QC Review	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
1.9	Design Review Meetings	6	\$ 1,590	6	\$ 960		\$ -		\$ -	\$ 1,000	12	\$ 3,550
	Subtotal	14	\$ 3,710	42	\$ 6,720	40	\$ 5,000	72	\$ 6,480	\$ 18,000	168	\$ 39,910
2	PRELIMINARY SITE DESIGN / 30% PLANS											
2.1	General Coordination with OWNER	2	\$ 530	2	\$ 320		\$ -		\$ -	\$ -	4	\$ 850
2.2	Acquire Topographic Survey		\$ -	2	\$ 320	4	\$ 500	8	\$ 720	\$ 8,300	14	\$ 9,840
2.3	Acquire Geotechnical Information		\$ -	2	\$ 320	4	\$ 500		\$ -	\$ 5,375	6	\$ 6,195
2.4	Develop Preliminary Site Plans		\$ -	8	\$ 1,280	16	\$ 2,000	80	\$ 7,200	\$ -	104	\$ 10,480
2.5	Develop Pavement Design		\$ -	2	\$ 320	8	\$ 1,000	16	\$ 1,440	\$ -	26	\$ 2,760
2.6	Update Cost Estimate		\$ -	4	\$ 640	8	\$ 1,000	16	\$ 1,440	\$ -	28	\$ 3,080
2.7	QA/QC Review	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
2.8	Design Review Meeting	2	\$ 530	8	\$ 1,280	4	\$ 500		\$ -	\$ -	14	\$ 2,310
	Subtotal	8	\$ 2,120	28	\$ 4,480	44	\$ 5,500	120	\$ 10,800	\$ 13,675	200	\$ 36,575
3	DESIGN DEVELOPMENT / 60% PLANS											
3.1	General Coordination with OWNER	2	\$ 530	2	\$ 320		\$ -		\$ -	\$ -	4	\$ 850
3.2	Incorporate Owner Comments		\$ -	4	\$ 640	8	\$ 1,000	16	\$ 1,440	\$ -	28	\$ 3,080
3.3	Field verify topographic survey		\$ -	8	\$ 1,280	8	\$ 1,000		\$ -	\$ -	16	\$ 2,280
3.4	Update Preliminary Plans		\$ -	8	\$ 1,280	16	\$ 2,000	40	\$ 3,600	\$ 18,200	64	\$ 25,080
3.5	Develop Draft CSPP		\$ -	8	\$ 1,280	16	\$ 2,000	16	\$ 1,440	\$ -	40	\$ 4,720
3.6	Submittal to FAA OE/AAA (Airspace Review)		\$ -	2	\$ 320	4	\$ 500	8	\$ 720	\$ -	14	\$ 1,540
3.7	Develop General and Technical Specifications		\$ -	8	\$ 1,280	8	\$ 1,000	8	\$ 720	\$ 8,000	24	\$ 11,000
3.8	Submit SJRWMD Stormwater Permit Application		\$ -	4	\$ 640	16	\$ 2,000	8	\$ 720	\$ -	28	\$ 3,360
3.9	Submit FDEP Permit Applications		\$ -	2	\$ 320		\$ -		\$ -	\$ 4,000	2	\$ 4,320
3.10	Update Cost Estimate		\$ -	4	\$ 640	8	\$ 1,000	8	\$ 720	\$ 3,000	20	\$ 5,360
3.11	QA/QC	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
3.12	Design Review Meeting	2	\$ 530	8	\$ 1,280	4	\$ 500		\$ -	\$ 1,000	14	\$ 3,310
	Subtotal	8	\$ 2,120	58	\$ 9,280	88	\$ 11,000	104	\$ 9,360	\$ 34,200	258	\$ 65,960
4	CONSTRUCTION DOCUMENTS / 100% PLANS											
4.1	General Coordination with OWNER	2	\$ 530	2	\$ 320		\$ -		\$ -	\$ -	4	\$ 850
4.2	Incorporate OWNER/Permit Agency Comments		\$ -	2	\$ 320	4	\$ 500	24	\$ 2,160	\$ 2,000	30	\$ 4,980
4.3	Final Design Plans		\$ -	4	\$ 640	16	\$ 2,000	40	\$ 3,600	\$ 12,570	60	\$ 18,810
4.4	Final Front-End Documents		\$ -	4	\$ 640	4	\$ 500	16	\$ 1,440	\$ -	24	\$ 2,580
4.5	Final Technical Specs, General Provisions/Supplementary Conditions		\$ -	4	\$ 640	8	\$ 1,000	16	\$ 1,440	\$ 3,800	28	\$ 6,880
4.6	Final Quantities and Bid Schedule		\$ -	4	\$ 640	8	\$ 1,000	16	\$ 1,440	\$ -	28	\$ 3,080
4.7	Final Construction Phasing and Schedule		\$ -	8	\$ 1,280	8	\$ 1,000	24	\$ 2,160	\$ -	40	\$ 4,440
4.8	Final Cost Estimate		\$ -	4	\$ 640	4	\$ 500	8	\$ 720	\$ 1,000	16	\$ 2,860
4.9	QA/QC	4	\$ 1,060		\$ -		\$ -		\$ -	\$ -	4	\$ 1,060
4.10	Design Review Meeting	2	\$ 530	4	\$ 640	4	\$ 500		\$ -	\$ 1,000	10	\$ 2,670
	Subtotal	8	\$ 2,120	36	\$ 5,760	56	\$ 7,000	144	\$ 12,960	\$ 20,370	244	\$ 48,210
5	BIDDING SERVICES											
5.1	Prepare for and attend the Pre-Bid Conference		\$ -	4	\$ 640	4	\$ 500		\$ -	\$ -	8	\$ 1,140
5.2	Respond to Bidder's questions		\$ -	8	\$ 1,280	8	\$ 1,000	8	\$ 720	\$ 2,740	24	\$ 5,740
5.3	Issue plan revisions		\$ -	4	\$ 640	4	\$ 500	4	\$ 360	\$ -	12	\$ 1,500
5.4	Prepare Engineer's Recommendation of Award	2	\$ 530	2	\$ 320		\$ -		\$ -	\$ -	4	\$ 850
	Subtotal	2	\$ 530	18	\$ 2,880	16	\$ 2,000	12	\$ 1,080	\$ 2,740	48	\$ 9,230
Total Labor and Expenses		40	\$ 10,600	182	\$ 29,120	244	\$ 30,500	452	\$ 40,680	\$ 88,985	918	\$ 199,885

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: November 8, 2021

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida creating a fee schedule to host concerts at Pat Thomas Stadium; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission approve the fee schedule and application process.

Analysis:

During the FY '22 budget process there was much discussion in regards to Pat Thomas Stadium and using it as a multi-use facility. Recreation staff has been approached by a local promoter to host the first of possibly multiple concerts at Pat Thomas beginning February 2022. Recreation staff recommends the following:

- All concerts or events, other than baseball games, must go through the special event process
- Refundable Deposit: \$2,000
- Rental Fee: \$500 per day

Procurement Analysis:

N/A

Options:

1. Approve suggested process and fees; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The estimated rental revenue for a year at Pat Thomas Stadium is \$500 - \$2,000.
Account No. 001-0000-362-0927

Submission Date and Time: 11/3/2021 3:18:20 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA CREATING A FEE SCHEDULE TO HOST CONCERTS AT PAT
THOMAS STADIUM; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the the Leesburg City Commission hereby approves the fee schedule and application process for concerts at the Pat Thomas Stadium.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: November 8, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City of Leesburg, Florida, accepting and approving a Quitclaim Deed from Lake County Water Authority, to the City of Leesburg, Florida, for property lying in the Official Plat of the City of Leesburg, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Quitclaim Deed from Lake County Water Authority.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Quitclaim Deed dated October 14, 2009 between the City of Leesburg and Lake County Water Authority. The Lake County Water Authority donated a portion of the railroad corridor to the City of Leesburg. The Quitclaim Deed was recorded; however, for whatever reason, it was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 11/3/2021 3:19:20 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A QUITCLAIM DEED FROM LAKE COUNTY WATER AUTHORITY, TO THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY LYING IN THE OFFICIAL PLAT OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida, does hereby accept from Lake County Water Authority, dated October 14, 2009, and recorded on October 20, 2009, Official Records Book 3832, Pages 0547-0562, Public Records of Lake County, Florida, conveying certain real property lying in the Official Plat of the City of Leesburg, Lake County, Florida, and more particularly described in said Quitclaim Deed, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

R-McIn

CFN 2009113169
Bk 03832 Pgs 0547 - 5627 (16pgs)
DATE: 10/20/2009 04:01:23 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 137.50

This Instrument Prepared By: Carole Joy Barice, Esquire McGee & Mason, P.A. Post Office Box 1900 Brooksville, Florida 34605-1900 (352) 796-0795	THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY ITS PARTIES. TITLE RESEARCH OR OTHER ASSURANCE OF TITLE WAS NEITHER REQUESTED FROM NOR EITHER PERFORMED OR GIVEN BY THE LAW OFFICES OF MCGEE & MASON, P.A.
--	--

QUITCLAIM DEED

14 THIS QUITCLAIM DEED is made effective as of October 14, 2009, between: **LAKE COUNTY WATER AUTHORITY**, a Florida public corporation, whose address is: 107 North Lake Avenue, Tavares, Florida 32778, as **GRANTOR**; and **CITY OF LEESBURG**, a Florida municipal corporation, whose address is: 550 South 14th Street, Leesburg, Florida 34749, hereinafter referred to as **GRANTEE**. The terms "Grantor" and "Grantee" are hereinafter used for masculine, feminine, neuter, singular, or plural, as the context requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN and 00/100ths DOLLARS (\$10.00), and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged by the Grantor, does hereby remise, release, and quitclaim unto said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described piece or parcel of land, consisting of former railroad corridor within the Flat Island Preserve, situate, lying, and being in Lake County, Florida, to wit (which land is neither the constitutional homestead of the Grantor nor adjacent thereto):

Legal Description and Sketch of Description
See Exhibit "A", consisting of 14 pages, attached hereto and incorporated herein

A Portion of Parent Parcel Nos.: 34-19-24-0001-000-03800,
34-19-24-0001-000-10000, 34-19-24-0002-000-02900, 34-19-24-0004-000-02000,
03-20-24-0001-000-02500, 03-20-24-0001-000-02600, and 27-19-24-0004-000-13900.

SUBJECT TO Easements and Restrictions of record.

FURTHER, SUBJECT TO, and reserving unto Grantor, a perpetual, non-exclusive, easement over, under and across said real property, for access, ingress, egress, utilities, and preservation and maintenance of Grantor's Flat Island Preserve property.

PROVIDED that said real property shall be used by Grantee for multi-use recreation trail public purposes only, restricted so as to minimize impacts to adjacent wetlands on either side of said real property, and the property may not be sold.

PROVIDED, FURTHER, that Grantee shall control and not plant exotic plant species on the property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed this *Quitclaim Deed* effective as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Gail Goldberg
GAIL GOLDBERG (Printed Name)

Ronald L. Hart
Ronald L. Hart (Printed Name)

LAKE COUNTY WATER AUTHORITY
Grantor

Nancy H. Fullerton
By: Nancy Fullerton
As its: Chairman

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on October 14, 2009, in the County and State
aforementioned, personally appeared Nancy H. Fullerton as the Chairman of Lake
County Water Authority, who, first being by me duly sworn, deposed and said upon that person's
oath that said person is the person described in and who executed the foregoing *Quitclaim Deed*,
and that said person is authorized to and did execute same on behalf of said entity and for the
purposes therein stated, and with the intent to thereby bind said entity and its successors and assigns,
by and to same. Said person is either personally known to me or produced identification satisfactory
to me (if said person produced identification, same is described as follows): _____
_____).

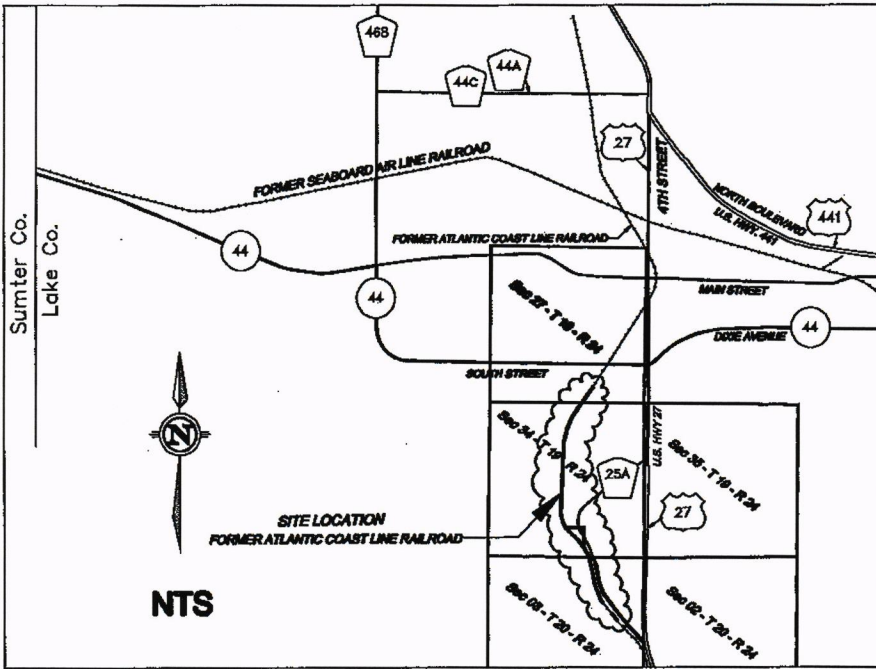
My Commission Number
and Expiration Date is:

Linda Lou Gavin
Linda Lou GAVIN (Printed Name)
NOTARY PUBLIC, State of Florida

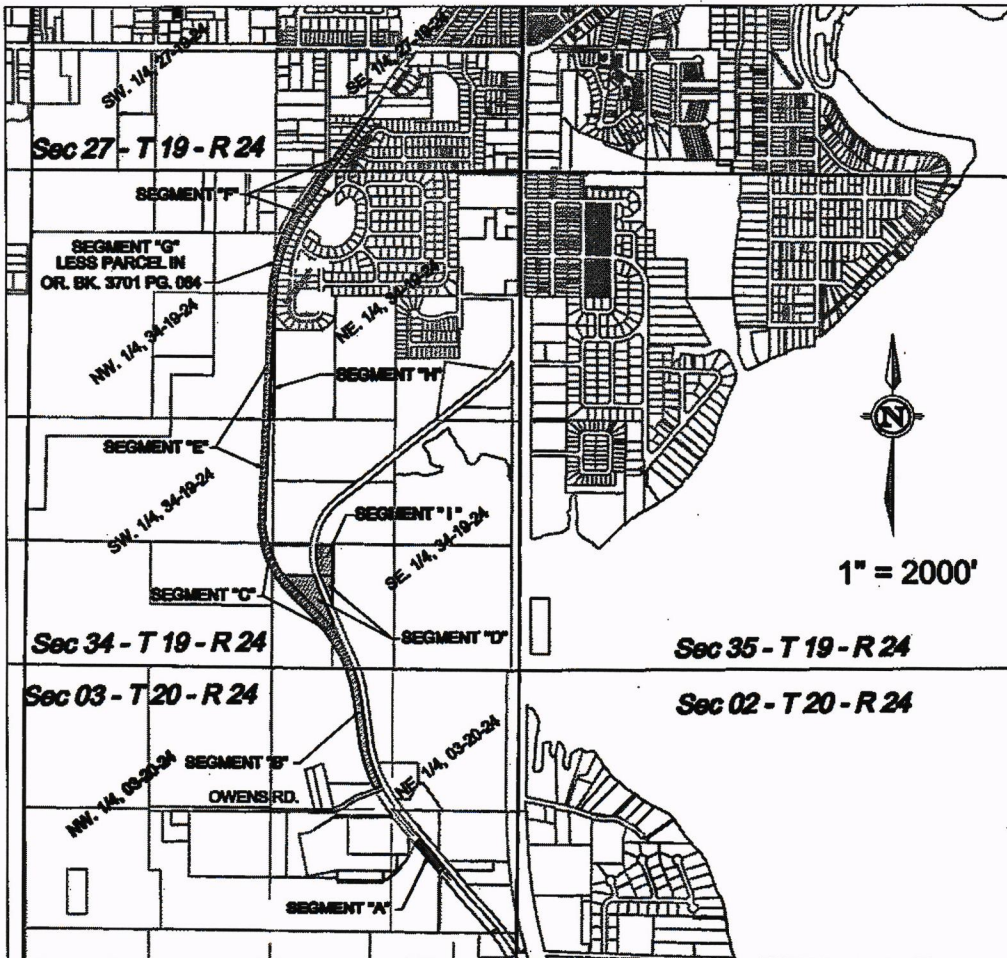
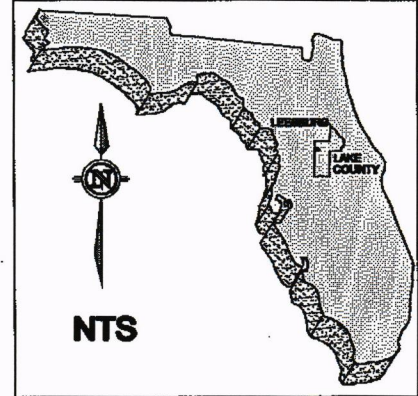
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EXHIBIT "A"



The quality of this image is equivalent to the quality of the original document.



LEGEND & ABBREVIATIONS

A	- DELTA / CENTRAL ANGLE
A	- ARC LENGTH
BLDG.	- BUILDING
CL	- CENTER LINE
CB	- CHORD BEARING
CH	- CHORD LENGTH
CM	- CONCRETE MONUMENT
COR.	- CORNER
D	- DEGREE OF CURVE
HWY.	- HIGHWAY
ID	- IDENTIFICATION
INC.	- INCORPORATED
LS	- LICENSED SURVEYOR
MD	- MAIL AND DISK
O.R.	- OFFICIAL RECORD
P	- PROPERTY LINE
POS	- POINT OF BEGINNING
R	- RADIAL MEASURE / RADIUS LENGTH
RC	- REBAR AND CAP
RAW	- RIGHT-OF-WAY
SEC.	- SECTION
SQ. FT.	- SQUARE FEET
T	- TANGENT LENGTH
US	- UNITED STATES
FKA	- FORMALLY KNOWN AS

REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID'S & Area
7-31-09 DDF	Edited Segment Descriptions
09-18-2009	Added Segment "T" to
DDF	Description and Sketches

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "A-H"

LAKE COUNTY WATER AUTHORITY
(FKA: OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY)
**TRANSFER OF TITLE of FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG**

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: NTS
FILE NO.: LE08004

SHEET
NUMBER
1
OF
14

EXHIBIT "A"**DESCRIPTION: PAGE 1 OF 4****LCWA RAILROAD "LE08004"**

THOSE SEGMENTS OF THE FORMER ATLANTIC COAST LINE RAILROAD LYING IN THE SOUTHEAST QUARTER (SE. 1/4) OF SECTION 27, AND SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND ALSO LYING IN THE NORTHEAST QUARTER (NE. 1/4) OF SECTION 03, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

SEGMENT "A"

PARCEL LYING IN SECTION 03, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
PARCEL ID: 03-20-24-000100002500
AS DESCRIBED IN OFFICIAL RECORDS BOOK 902, PAGE 1754, TO WIT:

ALL THAT PORTION OF THE RAILROAD RIGHT OF WAY WHICH LIES PERPENDICULAR TO AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTER LINE OF RAILROAD:

FROM THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 89°45'00" WEST ALONG THE NORTH LINE OF SE 1/4 OF NE 1/4 FOR 1318.58 FEET, MORE OR LESS TO CENTER LINE OF RAILROAD RIGHT OF WAY, THENCE SOUTH 39°25'30" EAST ALONG THE CENTER LINE OF RAILROAD RIGHT OF WAY 418.00 FEET TO POINT "A". THENCE BEGIN AT A POINT 825.16 FEET WEST OF THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, THENCE RUN NORTH PARALLEL TO AND 825.16 FEET WEST OF THE EAST LINE OF SAID SECTION TO THE SOUTHWESTERLY LINE OF THE RAILROAD RIGHT OF WAY; THENCE RUN NORTH 50°16'43" EAST TO THE CENTER LINE OF THE RAILROAD RIGHT OF WAY, THE POINT OF INTERSECTION BEING THE POINT OF BEGINNING. THENCE RUN NORTHWESTERLY ALONG THE CENTER LINE OF RAILROAD RIGHT OF WAY TO POINT "A".

THE AREA OF SEGMENT "A" CONTAINS 32,460.010 SQUARE FEET OR 0.745 ACRE, MORE OR LESS.

CONTINUED ON NEXT PAGE:

GENERAL NOTES

1: This is NOT A BOUNDARY SURVEY.

2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.

3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.

4: Use of this sketch shown on sheets 6 thru 14 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.

5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.

6: The Bearings, shown hereon, are relative to assumed datum and are Relative Based on the Atlantic Coast Line R. R. Co. right of way and track map "Palatka to Brooksville" sheet No. 54 of V-8Fla, Legal Description as described in listed Official Records Books, and Plats of record, Sections 27 and 34, Township 19 South, Range 24 East, and Section 3, Township 20 South, Range 24 East, Lake County, Florida.

7: This sketch was prepared by the City of Leesburg, Public works Department, Survey Division, under the direction of Ramond Sharp, Water Administration, for the City of Leesburg.

8: This sketch contains 14 sheets in which NONE are valid without all remaining sheets.

The quality of this image
is equivalent to the quality
of the original document.

REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
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SKETCH OF DESCRIPTION: SEGMENT "A-H"

LAKE COUNTY WATER AUTHORITY
(FKA: OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY)
**TRANSFER OF TITLE OF FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG**

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: NTS
FILE NO.: LE08004

SHEET
NUMBER

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OF
14

DESCRIPTION: PAGE 2 OF 4**EXHIBIT "A"**

CONTINUED FROM PREVIOUS PAGE:

SEGMENT "B"

PARCEL LYING IN SECTION 03, TOWNSHIP 20 SOUTH, RANGE 24 EAST,
PARCEL ID: 3-20-24-000100002800
BEING A PORTION OF THE LANDS LOCATED IN PARCEL "A" OR. BOOK 1538, PAGE 0988.

ALL THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD HAVING A RIGHT OF WAY WIDTH OF 80 FEET, LYING NORTHERLY OF THE NORTHERLY LINE OF THE 50.00 FOOT WIDE COUNTY MAINTAINED OWENS ROAD AND LYING WITHIN THE NORTHWEST QUARTER (NW, 1/4) OF THE NORTHEAST QUARTER (NE, 1/4) OF SECTION 03, TOWNSHIP 20 SOUTH RANGE 24 EAST

THE AREA OF SEGMENT "B" CONTAINS 105,671.400 SQUARE FEET OR 2.428 ACRE, MORE OR LESS

SEGMENT "C"

PARCEL LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST.
PARCEL ID: NONE LISTED FOR THIS SEGMENT.
BEING A PORTION OF THE LANDS LOCATED IN PARCEL "A" OR. BOOK 1538, PAGE 0988.

ALL THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD HAVING A RIGHT OF WAY WIDTH OF 80 FEET, LYING IN THE SOUTHWEST QUARTER (SW, 1/4) OF THE SOUTHEAST QUARTER (SE, 1/4) OF SECTION 34, TOWNSHIP 19 SOUTH RANGE 24 EAST.
ALSO:

ALL THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD HAVING A RIGHT OF WAY WIDTH OF 80 FEET, LYING IN THE SOUTHEAST QUARTER (SE, 1/4) OF THE SOUTHWEST QUARTER (SW, 1/4) OF SECTION 34, TOWNSHIP 19 SOUTH RANGE 24 EAST.

THE AREA OF SEGMENT "C" CONTAINS 131,725.520 SQUARE FEET OR 3.024 ACRE, MORE OR LESS.

SEGMENT "D"

PARCELS LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST.
PARCEL ID: 34-19-24-000400002000
BEING A PORTION OF THE LANDS LOCATED IN OR. BOOK 1307, PAGE 1179.

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LYING EAST OF THE 80.00 FOOT WIDE RIGHT-OF-WAY OF FORMER ATLANTIC COAST LINE RAILROAD.
LESS AND EXCEPT: THE SOUTH 330 FEET OF THE NORTH 345.00 FEET THEREOF, LAKE COUNTY, FLORIDA;
AND LESS RIGHT-OF-WAY OF COUNTY ROAD 25A.

THE AREA OF SEGMENT "D" CONTAINS 128,033.940 SQUARE FEET OR 2.939 ACRE, MORE OR LESS.

SEGMENT "E" (Less Segment "G")

PARCEL LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST.
PARCEL ID: NONE LISTED FOR THIS SEGMENT.
BEING A PORTION OF THE LANDS LOCATED IN PARCEL "A" OR. BOOK 1538, PAGE 0988.

ALL THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD HAVING A RIGHT OF WAY WIDTH OF 80 FEET, LYING IN THE NORTHEAST QUARTER (NE, 1/4) OF THE SOUTHWEST QUARTER (SW, 1/4) OF SECTION 34, TOWNSHIP 19 SOUTH RANGE 24 EAST.
ALSO:

ALL THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD HAVING A RIGHT OF WAY WIDTH OF 80 FEET, LYING IN THE EAST HALF (E, 1/2) OF THE NORTHWEST QUARTER (NW, 1/4) OF SECTION 34, TOWNSHIP 19 SOUTH RANGE 24 EAST.

LESS: THAT PORTION OF SEGMENT "G" LYING WITHIN THE ABOVE DESCRIBED SEGMENT "E".

THE AREA FOR SEGMENT "E" LESS SEGMENT "G" CONTAINS 168,813.760 SQUARE FEET OR 3.875 ACRE.

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CONTINUED ON NEXT PAGE:

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
07-02-2009	Added Segment "H" to	7-31-09 DDF	Edited Segment Descriptions
DDF	Description and Sketches	09-18-2009	Added Segment "I" to
7-28-09 DDF	Added Parcel ID's & Area	DDF	Description and Sketches



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ENGINEERING DIVISION
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LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "A-H"
LAKE COUNTY WATER AUTHORITY
(FKA: OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY)
**TRANSFER OF TITLE OF FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG**

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: NTS
FILE NO.: LE08004

SHEET
NUMBER
3
OF
14

DESCRIPTION: PAGE 3 OF 4

EXHIBIT "A"

CONTINUED FROM PREVIOUS PAGE:

LESS: SEGMENT "G" AS DESCRIBED;
PARCEL LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST
PARCEL ID: FOR SEGMENT "G" 34-19-24-000100003800
BEING THAT PORTION OF THE FORMER ATLANTIC COAST LINE RAILROAD
AS DESCRIBED OFFICIAL RECORDS BOOK 3701, PAGE 064, TO WIT:

That part of the former A.C.L. Railroad lying in the Northwest 1/4 and the Northeast 1/4 of Section 34, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:
Commence at the Northwest corner of the Northeast 1/4 of said Section 34, Township 19 South, Range 24 East, Lake County, Florida, and run S. 00°13'30" W. along the West line of the Northeast 1/4 a distance of 872.25 feet to a point on the Northwestern Right-of-Way line of the former A.C.L. Railroad and the Point of Beginning of this description, said Point of Beginning being on curve concave Southeasterly and having a radius of 1954.69 feet and a radial bearing of N. 72°02'20" W.; thence run Northeasterly along the arc of said curve and said Northwestern Right-of-Way line of the former A.C.L. Railroad through a central angle of 05°57'22" an arc length of 203.20 feet; thence leaving said Northwestern Right-of-Way line run S. 51°47'17" E., 29.98 feet; thence S. 22°55'23" W., 104.87 feet; thence S. 18°04'48" W., 175.77 feet; thence S. 12°06'22" W., 215.32 feet; thence S. 23°01'28" W., 88.95 feet to a point on the aforementioned Northwestern Right-of-Way line of the former A.C.L. Railroad said point being on a curve concave Southeasterly and having a radius of 1944.89 feet and a radial bearing of N. 82°57'41" W.; thence Northeasterly along the arc of said curve and said Northwestern Right-of-Way Line of the former A.C.L. Railroad through a central angle of 09°55'36" an arc length of 338.62 feet to a point on the West line of the Northeast 1/4 of the aforementioned Section 34; thence N. 00°13'30" E. along the West line of the Northeast 1/4 a distance of 33.70 feet to the Point of Beginning.

THE AREA FOR SEGMENT "G" CONTAINS 11,188.470 SQUARE FEET OR 0.257 ACRE, MORE OR LESS. (NOT USED IN AGGREGATE AREA)

SEGMENT "F" (Less Segment "G")
PARCELS LYING IN SECTION 34 and SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST .
PARCEL ID: 34-19-24-000100010000 and
PARCEL ID: 27-19-24-000400013900
AS RECORDED IN OFFICIAL RECORDS BOOK 1559, PAGE 0469, TO WIT:

Description of property at: Leesburg, County of Lake, State of Florida
To: Oklawaha Basin Recreation and Water Conservation and Control Authority
CSXT Deed File No.: 1997-002991KPC

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THAT PART OF THE FORMER A.C.L. RAILROAD LYING IN THE S.E. 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND ALSO LYING IN THE N.E. 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S. 00°13'30" W., ALONG THE WEST LINE OF THE N.E. 1/4 OF SAID SECTION 34 A DISTANCE OF 872.25 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER A.C.L. RAILROAD AND THE POINT

OF BEGINNING OF THIS DESCRIPTION, SAID POINT OF BEGINNING BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1954.69 FEET AND A RADIAL BEARING OF N. 72°02'20" W.; FROM SAID POINT OF BEGINNING, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER A.C.L. RAILROAD THROUGH A CENTRAL ANGLE OF 17°34'15" AN ARC LENGTH OF 599.44 FEET TO THE END OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER A.C.L. RAILROAD THE FOLLOWING FIVE (5) COURSES: THENCE N. 35°31'55" E., 418.08 FEET; THENCE S. 00°08'00" E., 34.30 FEET; THENCE N. 35°31'55" E., 42.22 FEET TO A POINT ON THE NORTH LINE OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST; THENCE S. 89°52'00" W. ALONG SAID NORTH LINE OF THE N.E. 1/4 A DISTANCE OF 12.31 FEET; THENCE N. 35°31'55" E., 894.15 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE RUN N. 89°49'16" E., 73.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FORMER A.C.L. RAILROAD; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FORMER A.C.L. RAILROAD THE FOLLOWING SIX (6) COURSES: THENCE S. 35°31'55" W., 694.22 FEET TO A POINT ON THE SOUTH LINE OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST; THENCE S. 89°52'00" W. ALONG THE SOUTH LINE OF THE S.E. 1/4 A DISTANCE OF 12.31 FEET; THENCE S. 35°31'55" W., 128.86 FEET; THENCE S. 00°08'00" E., 34.30 FEET; THENCE S. 35°31'55" W., 306.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1874.69 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 28°34'47" AN ARC LENGTH OF 935.12 FEET TO A POINT ON THE WEST LINE OF THE N.E. 1/4 OF THE AFOREMENTIONED SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST;

CONTINUED ON NEXT PAGE:

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
07-02-2008	Added Segment "H" to	7-31-09 DDF	Edited Segment Descriptions
DDF	Description and Sketches	09-18-2009	Added Segment "I" to
7-28-09 DDF	Added Parcel ID's & Area	DDF	Description and Sketches



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SKETCH OF DESCRIPTION: SEGMENT "A-H"
LAKE COUNTY WATER AUTHORITY
(FKA: OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY)
**TRANSFER OF TITLE OF FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG**

DATE:	5/19/2009	SHEET	
DRAWN:	DDF	NUMBER	
CHECKED:	DDF		4
APPROVED:	AP		OF
SCALE:	NTS		14
FILE NO.:	LE08004		

DESCRIPTION: PAGE 4 OF 4

EXHIBIT "A"

CONTINUED FROM PREVIOUS PAGE:

THENCE N. 00°13'30" E., ALONG THE WEST LINE OF THE N.E. 1/4 A DISTANCE OF 375.88 FEET TO THE POINT, OF BEGINNING.

BEING more particularly shown on plat of survey dated February 11, 1997, prepared by George W. Farmer, JR. Professional Land Surveyor Number 4614, company Hall & Farmer & Associates, 2007 W. Butler St., Leesburg, Florida 34748.

BEING a portion of the property acquired by The Florida Southern Railway Company, a Predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Lake County, Florida:

Acquired From	Date of Instrument	Book	Page
J. T. Edrington, et ux	03/09/1885	4	5
Nettie Hunter, et vir	01/03/1885	4	11
J. W. Thomas, et ux, et all	11/15/1884	4	35

The quality of this image is equivalent to the quality of the original document.

Effective April 30, 1892, under foreclosure, The Florida Southern Railway Company was sold to the Florida Southern Railroad Company. Effective March 19, 1903, the Florida Southern Railroad Company was conveyed to the Atlantic Coast Line Railroad Company. On July 1, 1967 the Atlantic Coast Line Railroad Company merged with the Seaboard Air Line Railroad Company to form the Seaboard Coast Line Railroad Company. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

LESS: THAT PORTION OF THE AFOREMENTIONED SEGMENT "G" LYING WITHIN THE ABOVE DESCRIBED SEGMENT "F" AREA FOR SEGMENT "F" LESS SEGMENT "G" IN SECTION 34-19-24, CONTAINS 90,699.470 SQUARE FEET OR 2.082 ACRE. AREA FOR SEGMENT "F" IN SECTION 27-19-24 CONTAINS 41,374.130 SQUARE FEET OR 0.950 ACRE. THE AGGREGATE AREA FOR SEGMENT "F" LESS SEGMENT "G" CONTAINS 132,073.600 SQUARE FEET OR 3.032 ACRE.

SEGMENT "H"

PARCEL LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST

PARCEL ID: 34-19-24-000200002900

BEING THAT PORTION OF THE LANDS AS DESCRIBED IN PARCEL "B" IN OFFICIAL RECORDS BOOK 1538, PAGE 988, TO WIT:

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST LYING EAST OF THE ABANDONED SCL RAILROAD RIGHT OF WAY.

THE AREA OF SEGMENT "H" CONTAINS 33,408.160 SQUARE FEET OR 0.767 ACRE, MORE OR LESS.

SEGMENT "I"

PARCEL LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST

PARCEL ID: 34-19-24-000400002001

BEING THAT PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1385, PAGE 1226, TO WIT:

FROM THE SOUTHEAST CORNER OF THE SOUTH 330 FEET OF THE NORTH 345 FEET OF THE WEST 1/2, OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 00°03'38" EAST 330 FEET; THENCE SOUTH 89°43'37" WEST 183.75 FEET TO THE EASTERLY HIGHWAY RIGHT OF WAY OF C-25A; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY TO A POINT SOUTH 89°43'37" WEST 188.5 FEET FROM THE POINT OF BEGINNING (POB); THENCE RUN NORTH 89°43'37" EAST 188.5 FEET TO THE POB.

THE AREA OF SEGMENT "I" CONTAINS 59,765.530 SQUARE FEET OR 1.372 ACRE, MORE OR LESS.

AGGREGATE AREA, LESS SEGMENT "G" =

THE AGGREGATE AREA OF SEGMENTS "A" THRU "I" LESS "G" CONTAINS 792,744.662 SQUARE FEET OR 18.199 ACRES, MORE OR LESS.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
07-02-2009	Added Segment "H" to	7-31-09 DDF	Edited Segment Descriptions
DDF	Description and Sketches	09-18-2009	Added Segment "I" to
7-28-09 DDF	Added Parcel ID's & Area	DDF	Description and Sketches



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SKETCH OF DESCRIPTION: SEGMENT "A-H"
LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
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**TRANSFER OF TITLE OF FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG**

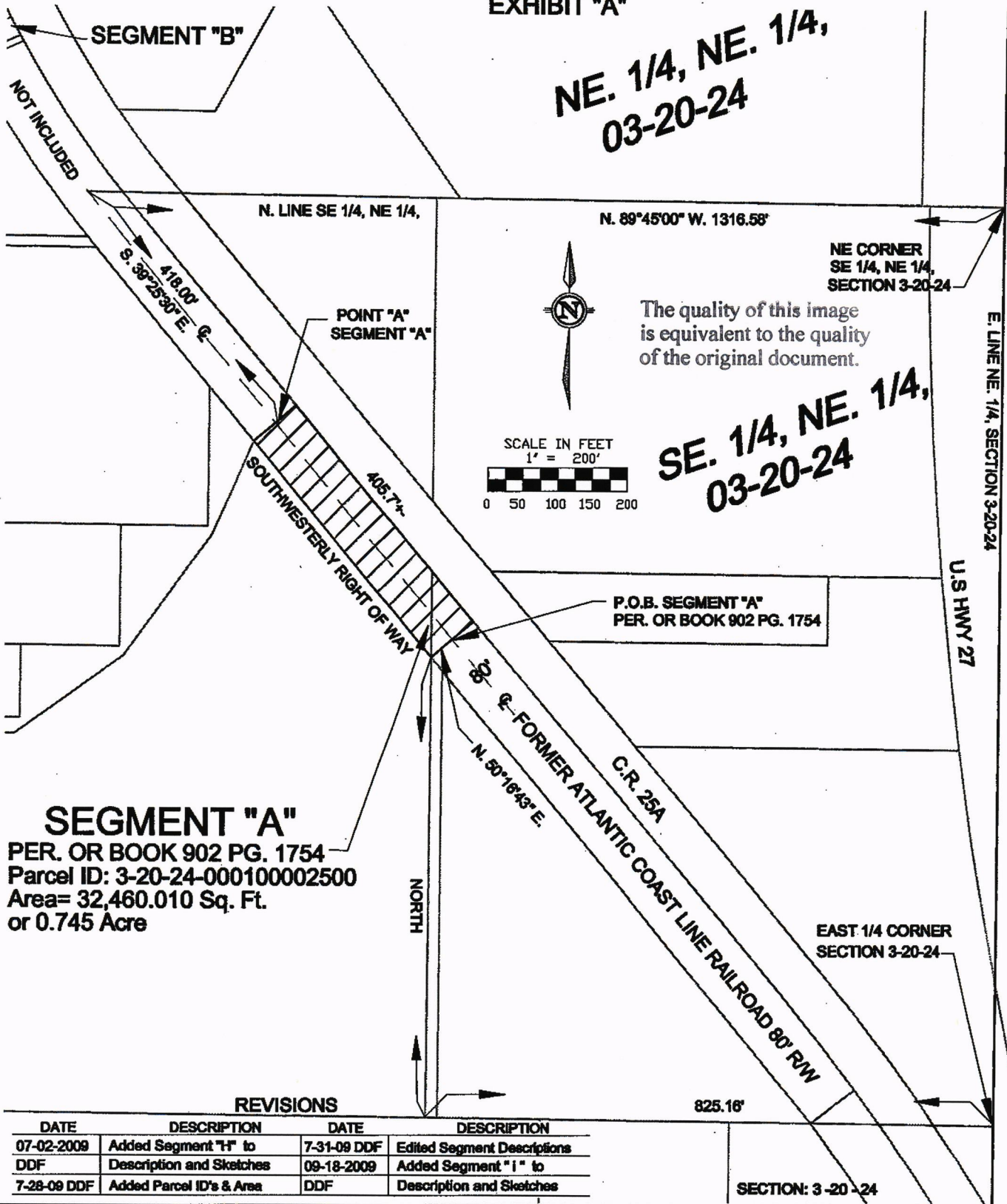
DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: NTS
FILE NO.: LE08004

SHEET
NUMBER
5
OF
14

EXHIBIT "A"

NE. 1/4, NE. 1/4,
03-20-24

SE. 1/4, NE. 1/4,
03-20-24



REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
07-02-2009	Added Segment "H" to	7-31-09 DDF	Edited Segment Descriptions
DDF	Description and Sketches	09-18-2009	Added Segment "I" to
7-28-09 DDF	Added Parcel ID's & Area	DDF	Description and Sketches

SECTION: 3-20-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 480630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "A"

LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE of FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 200'
FILE NO.: LE08004

SHEET
NUMBER
6
OF
14

EXHIBIT "A"

S. LINE SW. 1/4, SE. 1/4, 34-19-24

N. LINE NW. 1/4, NE. 1/4, 03-20-24

SEGMENT "C"

NW. 1/4, NE. 1/4,
03-20-24

W. LINE NW. 1/4, NE. 1/4, 03-20-24

SEGMENT "B"

Parcel "A" OR. Book 1538, Pg. 988

Parcel ID: 3-20-24-000100002600

Area= 105,671.400 Sq. Ft.
or 2.426 Acres



SCALE IN FEET

1" = 200'



The quality of this image
is equivalent to the quality
of the original document.

REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
7-31-09 DDF	Edited Segment Descriptions
09-18-2009	Added Segment "I" to
DDF	Description and Sketches

OWENS ROAD 50' County Maintained #2-3609

NORTHERLY LINE
50' County Maintained
OWENS ROAD

OWENS ROAD
50' County Maintained
No designated right of way
or Easements in this area.

SECTION: 03-20-24



LEESBURG
The Lakefront City

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 480630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "B"

LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE of FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009

DRAWN: DDF

CHECKED: DDF

APPROVED: AP

SCALE: 1" = 200'

FILE NO.: LE08004

SHEET
NUMBER

7

OF

14

EXHIBIT "A"

The quality of this image
is equivalent to the quality
of the original document.

NW. 1/4, SE. 1/4,
34-19-24

SEGMENT "i"

SW. 1/4, SE. 1/4,
34-19-24

East 1/2,
SW. 1/4, SE. 1/4,
34-19-24



C.R. 25A

SEGMENT "D"

SEGMENT "C"
80' RW

Parcel "A" OR. Book 1538, Pg. 988
NO Parcel ID Listed:
Area= 131,725.520 Sq. Ft.
or 3.024 Acres

SEGMENT "B"

S. LINE SW. 1/4, SE. 1/4, 34-19-24

N. LINE NW. 1/4, NE. 1/4, 03-20-24

REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
7-31-09 DDF	Edited Segment Descriptions
09-18-2009	Added Segment "i" to
DDF	Description and Sketches

SECTION: 34-19-24



LEESBURG
The Lakefront City

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "C"

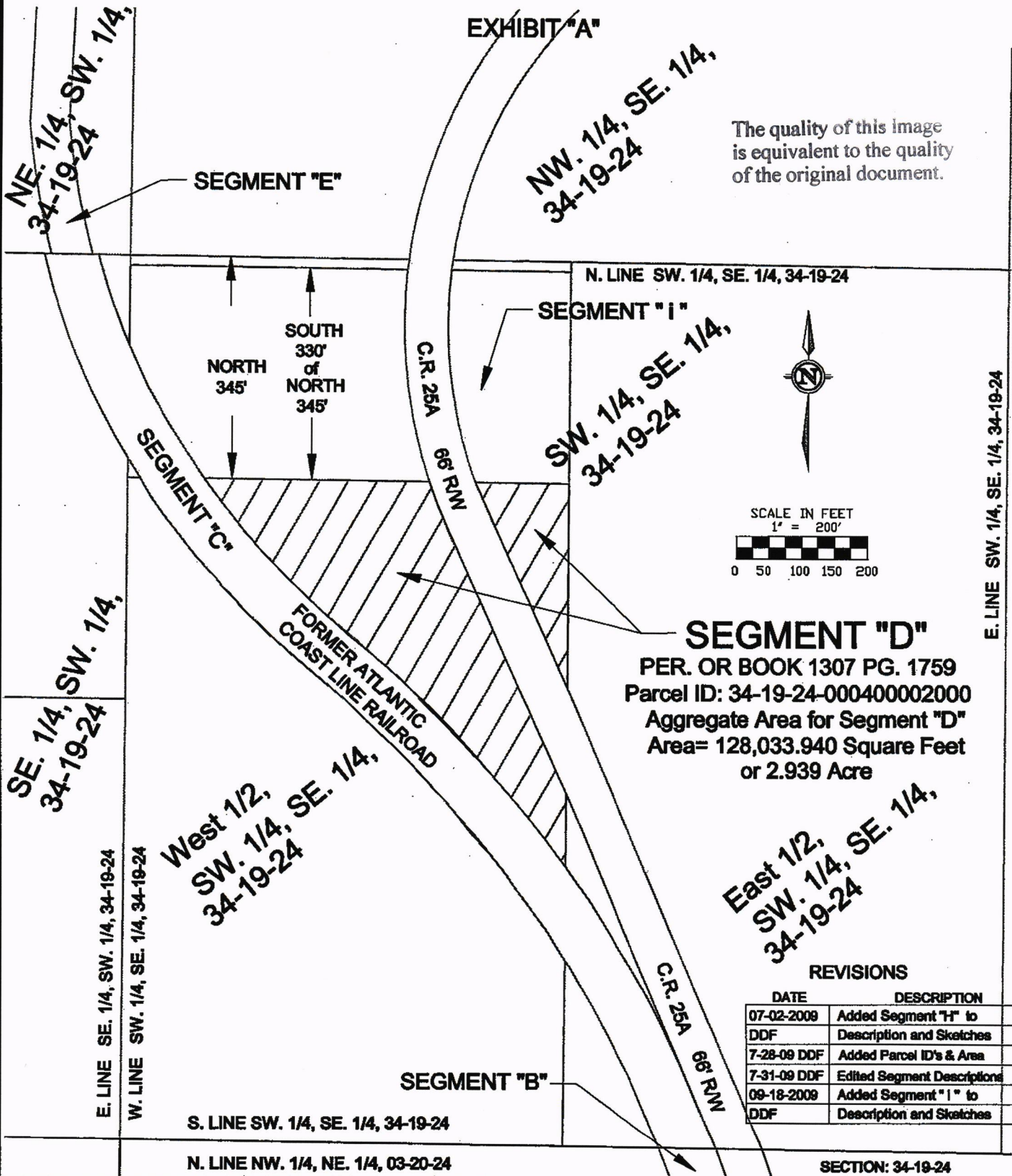
LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE of FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 200'
FILE NO.: LE08004

SHEET
NUMBER
8
OF
14

EXHIBIT "A"

The quality of this image
is equivalent to the quality
of the original document.



SEGMENT "D"
PER. OR BOOK 1307 PG. 1759
Parcel ID: 34-19-24-000400002000
Aggregate Area for Segment "D"
Area= 128,033.940 Square Feet
or 2.939 Acre

REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
7-31-09 DDF	Edited Segment Descriptions
09-18-2009	Added Segment "I" to
DDF	Description and Sketches

SECTION: 34-19-24



LEESBURG
The Lakefront City

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "D"

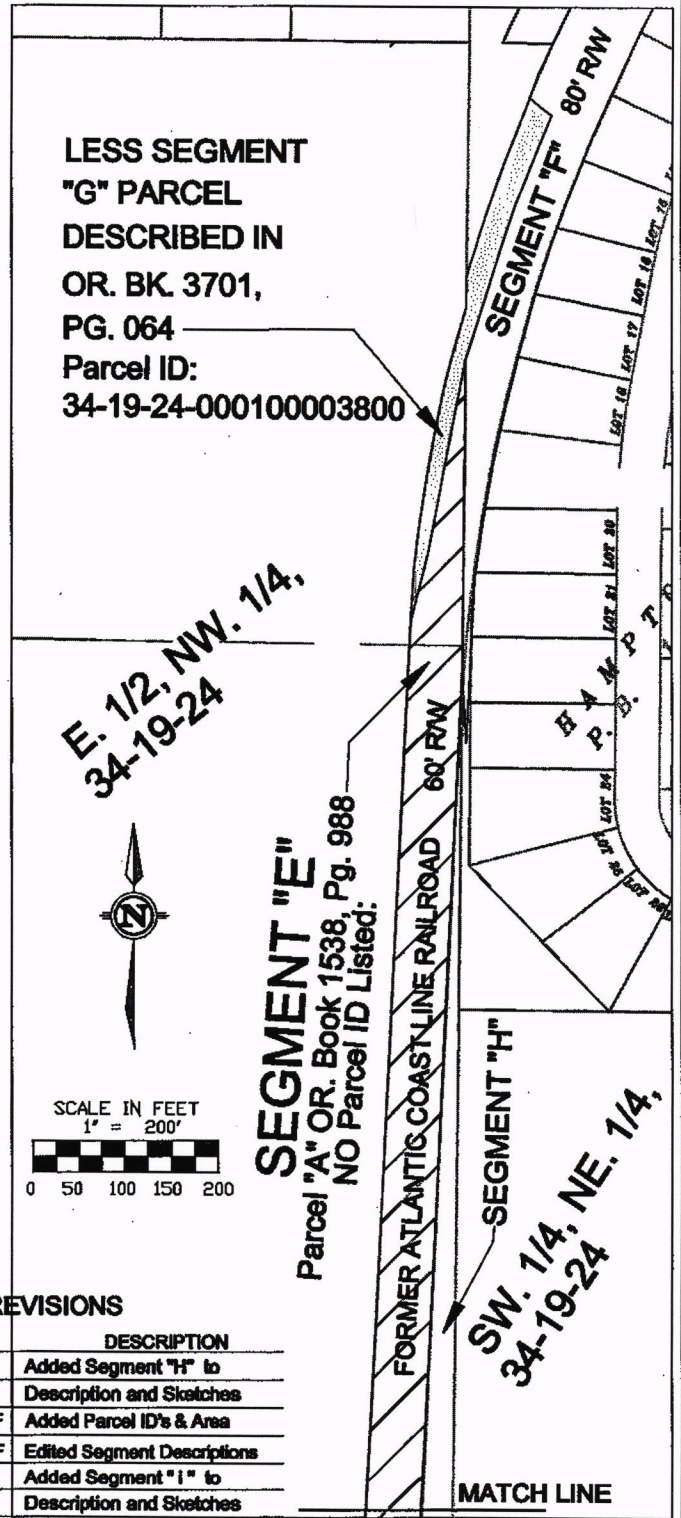
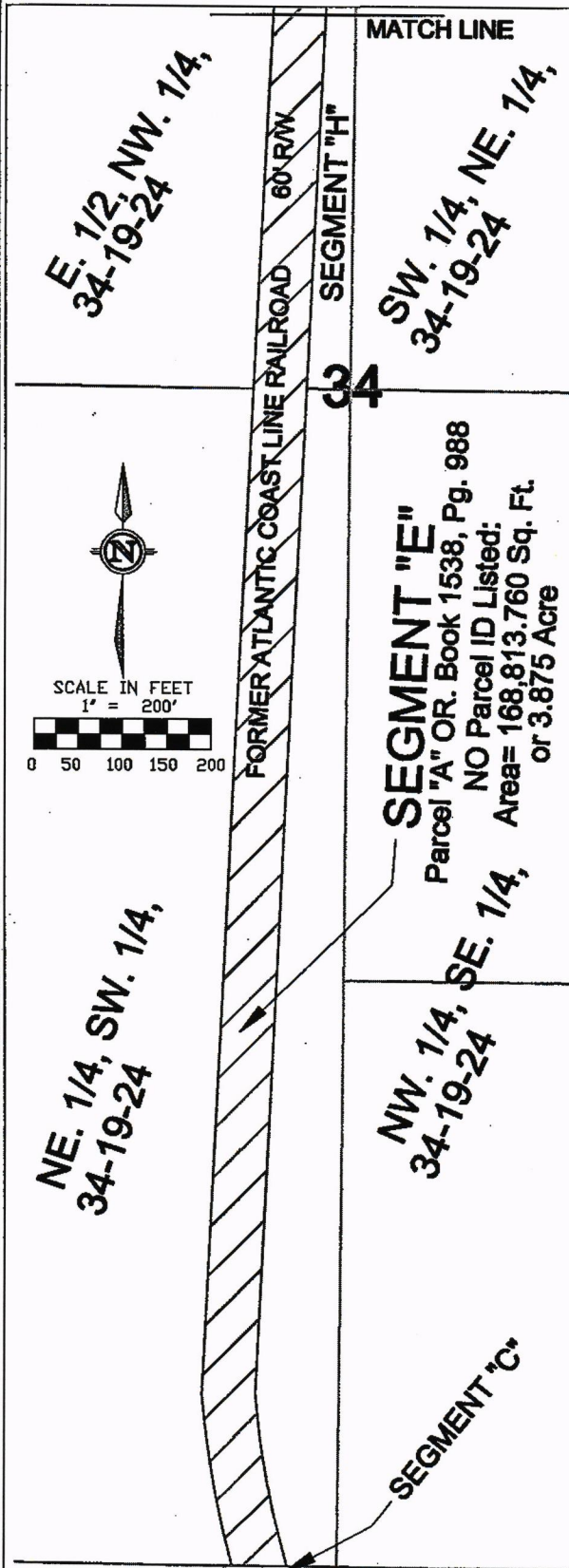
LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE of FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 200'
FILE NO.: LE08004

SHEET
NUMBER
9
OF
14

EXHIBIT "A"

The quality of this image is equivalent to the quality of the original document.



REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
7-31-09 DDF	Edited Segment Descriptions
09-18-2009	Added Segment "I" to
DDF	Description and Sketches

SECTION: 34-19-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 480630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

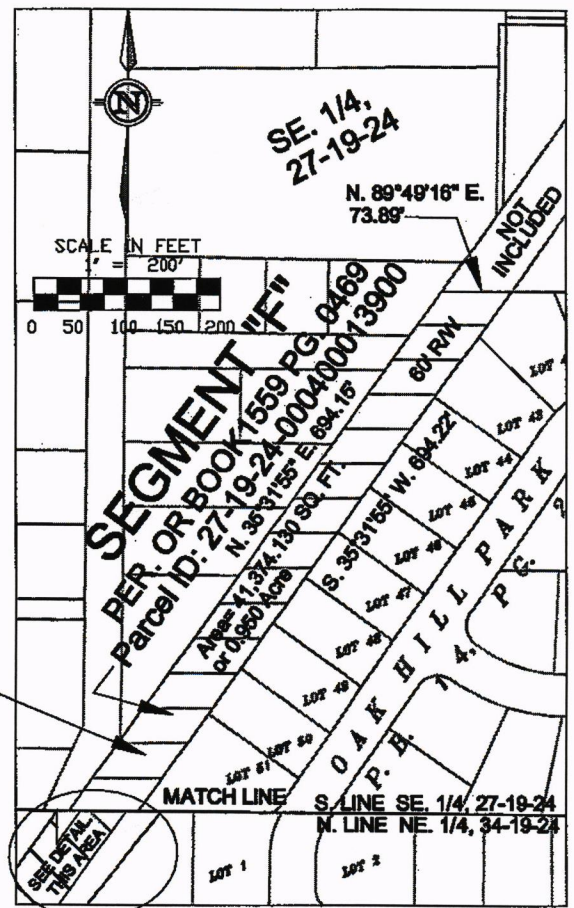
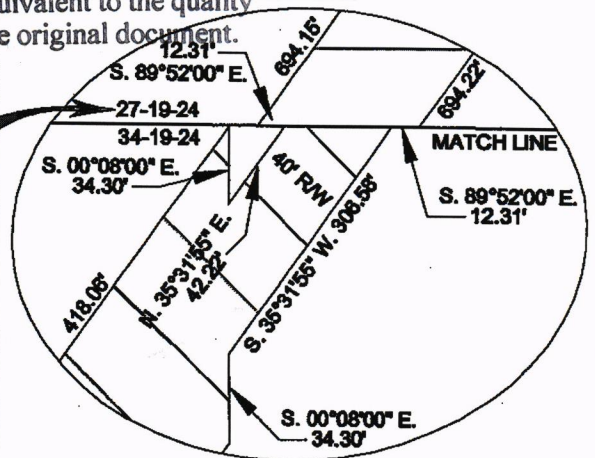
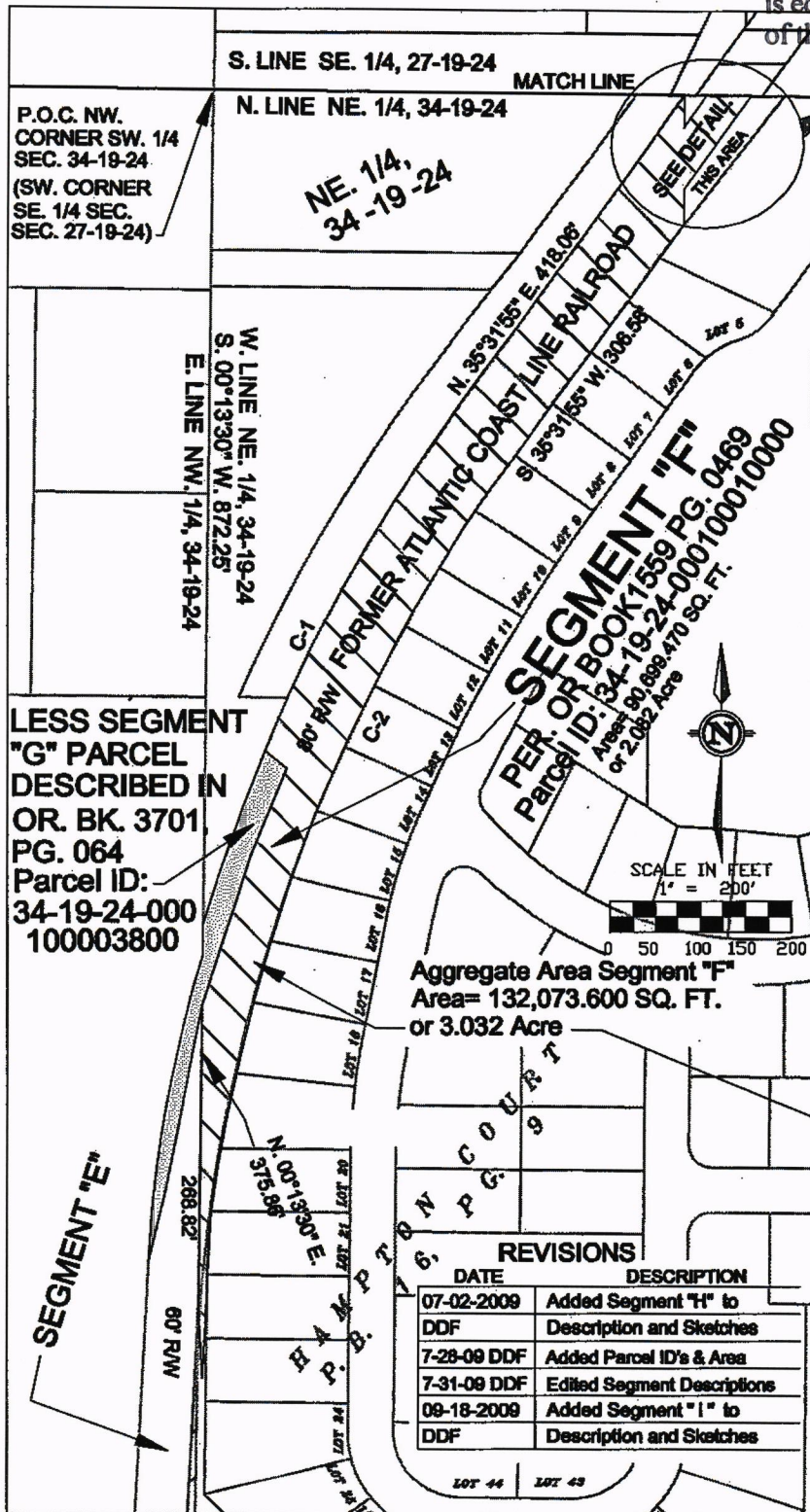
SKETCH OF DESCRIPTION: SEGMENT "E"

LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE OF FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 200'
FILE NO.: LE08004

SHEET
NUMBER
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OF
14

EXHIBIT "A" The quality of this image is equivalent to the quality of the original document. **DETAIL NTS.**



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD FEET
C1	1954.69'	17°34'15"	599.44'	N.26°44'47"E.	597.10'
C2	1874.69'	28°34'47"	935.12'	S.21°14'31"W.	925.45'

SECTION: 34,27-19-24

CITY OF LEESBURG
 PUBLIC WORKS DEPT.
 ENGINEERING DIVISION
 550 S. 14th ST. - P.O. BOX 490630
 LEESBURG, FLORIDA 34749
 PHONE (352) 728-9755
 FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "F"
 LAKE COUNTY WATER AUTHORITY
 (FKA) OKLAWAHA BASIN RECREATION & WATER
 CONSERVATION & CONTROL AUTHORITY
 TRANSFER OF TITLE of FLAT ISLAND
 PRESERVE'S RAILROAD CORRIDOR
 to the CITY OF LEESBURG

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 200'
FILE NO.: LE08004

SHEET
NUMBER
 11
 OF
 14

S. LINE SEC. 27-19-24

N. LINE SEC. 34-19-24

NW. CORNER
NE. 1/4, SEC.
34-19-24

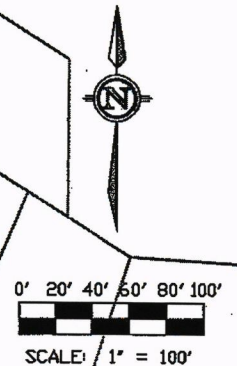
EXHIBIT "A"

The quality of this image
is equivalent to the quality
of the original document.

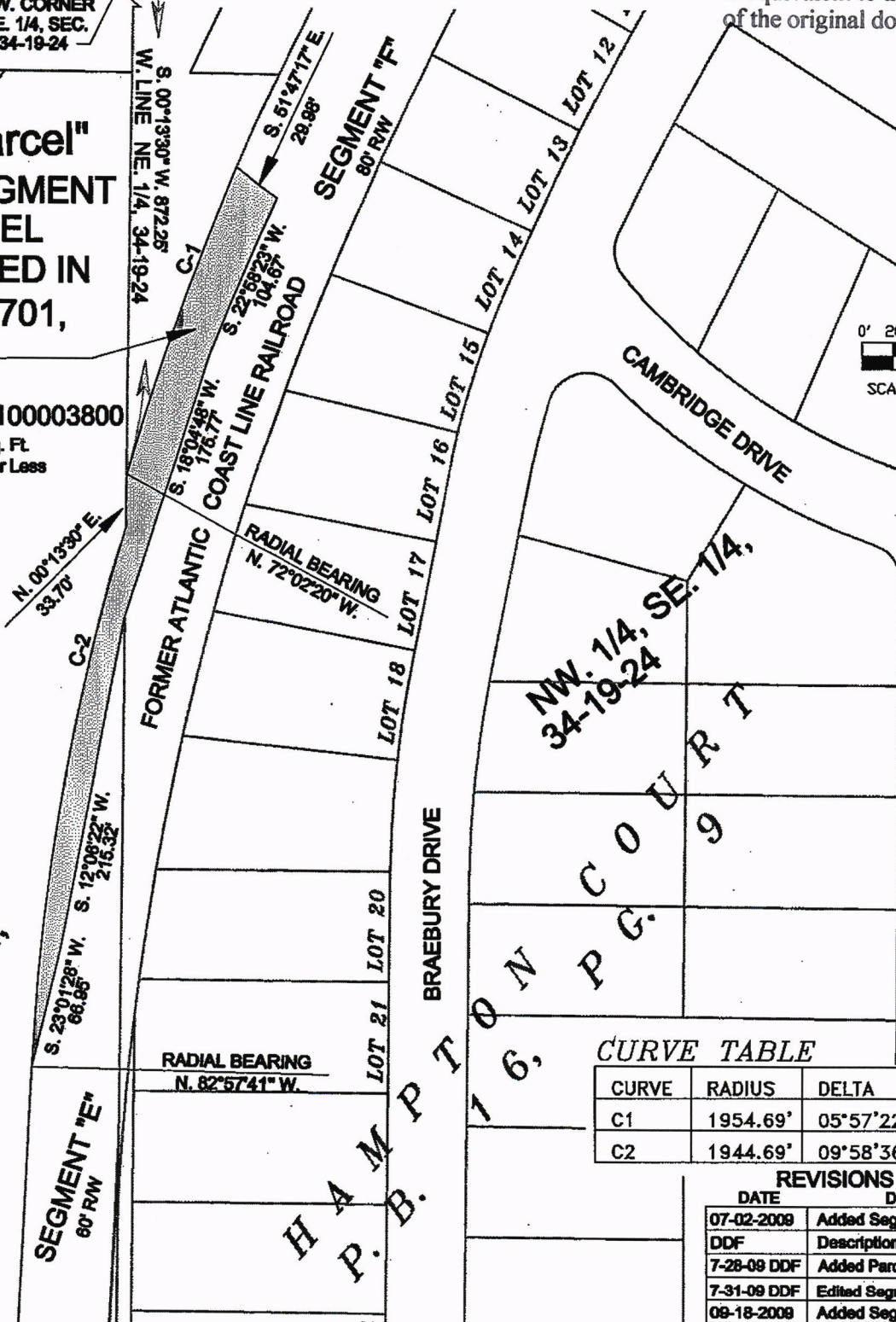
"Out Parcel"
LESS SEGMENT
"G" PARCEL
DESCRIBED IN
OR. BK. 3701,
PG. 064

Parcel ID:
34-19-24-000100003800

Area= 11,188.470 Sq. Ft.
or 0.257 Acre More or Less



E. 1/2, NW. 1/4,
34-19-24



CURVE TABLE

CURVE	RADIUS	DELTA	ARC
C1	1954.69'	05°57'22"	203.20'
C2	1944.69'	09°58'36"	338.62'

REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
7-31-09 DDF	Edited Segment Descriptions
08-18-2009	Added Segment "I" to
DDF	Description and Sketches

SECTION: 34-19-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 480630
LEESBURG, FLORIDA 34748
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "G"
LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE OF FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 100'
FILE NO.: LE08004

SHEET
NUMBER
12
OF
14

EXHIBIT "A"

LESS SEGMENT
"G" PARCEL
DESCRIBED IN
OR. BK. 3701,
PG. 064



SCALE IN FEET
1" = 200'
0 50 100 150 200

SEGMENT "E"

FORMER ATLANTIC COAST LINE RAILROAD 60' RW

EAST LINE NW 1/4, SEC. 34-19-24

SEGMENT "H"
Parcel ID: 34-19-24-000200002900
DESCRIBED IN Parcel "B".
OR. BK. 1538, PG. 988.
Area = 33,406.160 Square Feet
or 0.767 Acre, More or Less

NE. 1/4,
34-19-24

SOUTH LINE NW 1/4,
SEC. 34-19-24

SW. 1/4,
34-19-24

SEGMENT "E"

34

SE. 1/4,
34-19-24

SEGMENT "F"

LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
LOT 44
LOT 45

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REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
7-31-09 DDF	Edited Segment Descriptions
09-18-2009	Added Segment "I" to
DDF	Description and Sketches

SECTION: 34-19-24



LEESBURG
The Lakeside City

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "H"

LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE of FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: 1" = 200'
FILE NO.: LE08004

SHEET
NUMBER
13
OF
14

The quality of this image
is equivalent to the quality
of the original document.

EXHIBIT "A"

NW. 1/4, SE. 1/4,
34-19-24

SEGMENT "E"

S. 89°43'37" W. 183.75'

N. LINE SW. 1/4, SE. 1/4, 34-19-24

NORTH
345°
SOUTH
330°
of
NORTH
345°

EASTERN HIGHWAY
R.D. 25A
66' R/W

N. 00°03'38" E.
330'

P.O.B.
SOUTHEAST
CORNER of the
SOUTH 330' of
the NORTH 345°



SCALE IN FEET

1" = 200'



SEGMENT "I"

PER. OR BOOK 1385 PG. 1226
Parcel ID: 34-19-24-000400002001
Area= 59,765.530 Square Feet
or 1.372 Acre

E. LINE SW. 1/4, SE. 1/4, 34-19-24

SEGMENT "D"

West 1/2,
SW. 1/4, SE. 1/4,
34-19-24

COAST LINE

SW. 1/4, SE. 1/4,
34-19-24

East 1/2,
SW. 1/4, SE. 1/4,
34-19-24

SEGMENT "B"

S. LINE SW. 1/4, SE. 1/4, 34-19-24

N. LINE NW. 1/4, NE. 1/4, 03-20-24

REVISIONS

DATE	DESCRIPTION
07-02-2009	Added Segment "H" to
DDF	Description and Sketches
7-28-09 DDF	Added Parcel ID's & Area
7-31-09 DDF	Edited Segment Descriptions
09-18-2009	Added Segment "I" to
DDF	Description and Sketches

SECTION: 34-19-24



LEESBURG
The Lake County City

CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 480630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9758

SKETCH OF DESCRIPTION: SEGMENT "I"

LAKE COUNTY WATER AUTHORITY
(FKA) OKLAWAHA BASIN RECREATION & WATER
CONSERVATION & CONTROL AUTHORITY
TRANSFER OF TITLE of FLAT ISLAND
PRESERVE'S RAILROAD CORRIDOR
to the CITY OF LEESBURG

DATE: 5/19/2009

DRAWN: DDF

CHECKED: DDF

APPROVED: AP

SCALE: 1" = 200'

FILE NO.: LE08004

SHEET
NUMBER

14

OF

14

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: November 8, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City of Leesburg, Florida, accepting and approving a Warranty Deed from Aiysha Foster, to the City of Leesburg, Florida, for property lying in the official plat of the City of Leesburg, Lake County, Florida; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Warranty Deed.

Analysis:

While searching through some old files in the City Clerk's office, staff came across an original Warranty Deed dated May 12, 2008 and signed by Aiysha Foster. Ms. Foster granted to the City of Leesburg a Warranty Deed for Lot 12, Kristen Subdivision, according to the Plat thereof as recorded in Plat Book 27, page 55, Public Records of Lake County, Florida. The Warranty Deed was recorded; however, for whatever reason, it was never presented to the City Commission for acceptance.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 11/3/2021 3:20:06 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A WARRANTY DEED FROM AIYSHA FOSTER, TO THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY LYING IN THE OFFICIAL PLAT OF THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg, Florida does hereby accept from Aiysha Foster, dated May 12, 2008, and recorded on June 25, 2008, Official Records Book 3645, Pages 1091-1092, Public Records of Lake County, Florida, conveying certain real property lying in the Official Plat of the City of Leesburg, Lake County, Florida, and more particularly described in said Warranty Deed, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

CFN 2008075877
Bk 03645 Pgs 1091 - 1092; (2pgs)
DATE: 06/25/2008 02:06:31 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 679.00

R
Prepared By and Return To:
Paul Kenney, ESQ.
Atlantis National Services
3 Grace Avenue, Great Neck, NY. 11021
Property Appraisers ID. (folio) Number(s)
21-19-24-065000001200

WARRANTY DEED

Executed this 12th day of May 2008, by **Aiysha Foster, unmarried** whose post office address 13997 South West 275th Street, Homestead, FL 33032, hereinafter called the **grantor**, to **City of Leesburg**, whose post office address P.O. BOX 490630, Leesburg, FL 34749- 0630 hereinafter called the **grantee**,:

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the grantor, for and in consideration of the sum of \$ 10,00 in hand paid by the said grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in LAKE County of, State of Florida,
to-wit:

**LOT 12, KRISTEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 27, PAGE 55, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.**

Subject to easements, restrictions, reservations, and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of: (Two witness signatures required)

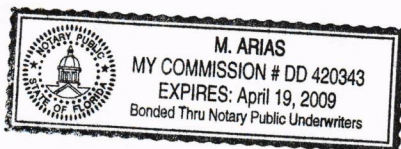
[Signature]
(Witness)
[Signature]
(Witness)
Maria Arias
Printed Name

[Signature]
Aiysha Foster
Aaron Glaceau

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me, a Notary Public, this 12th day of May, 2008, by Aiysha Foster who was personally known to me, or who produced the following identification: Drivers License

[Signature]
(Signature of Notary)
Print Name: MARIA ARIAS
My Commission Expires: 4/19/2009
My Commission Number: DD 420343



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: November 8, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a Corrective Quitclaim Deed between the City of Leesburg as Grantor, and Nakia Myles as Grantee, for the purpose of conveying the Grantee a portion of land owned by the City adjacent to the Grantee's property, to conform her lot to the size and configuration of other lots in the general area; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the Mayor and City Clerk to execute a Corrective Quitclaim Deed with Nakia Myles.

Analysis:

At its December 14, 2020 meeting, the Commission approved a quitclaim deed by Resolution 10,767 conveying a portion of city-owned property adjacent to Nakia Myles, 900 N. Chester Street, to conform the size and configuration of her lot to the other lots in the general area.

The Property Appraiser's Office notified the city that the legal description as recorded was incorrect. The attached Corrective Quitclaim Deed has the missing legal description information added.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 11/3/2021 3:21:12 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A CORRECTIVE QUITCLAIM DEED BETWEEN THE CITY OF LEESBURG AS GRANTOR, AND NAKIA MYLES AS GRANTEE, FOR THE PURPOSE OF CONVEYING THE GRANTEE A PORTION OF LAND OWNED BY THE CITY ADJACENT TO THE GRANTEE'S PROPERTY, TO CONFORM HER LOT TO THE SIZE AND CONFIGURATION OF OTHER LOTS IN THE GENERAL AREA; 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 Corrective Quitclaim Deed between the City of Leesburg as Grantor, and Nakia Myles as Grantee, for the purpose of conveying to the Grantee a portion of the property adjacent to her lot, owned by the City of Leesburg, to conform the size and configuration of her lot to the other lots in the general area, and to provide the Grantee with legal access to Chester Street.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
P.O. Box 491357
Leesburg, Florida 34749 – 1357

Corrective Quitclaim Deed

RESERVED FOR RECORDING

THIS QUIT CLAIM DEED, executed this ____ day of _____, 2021, by THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, whose address is Post Office Box 490630, Leesburg, Florida 34749-0630, first party, to NAKIA MYLES, whose address is 900 North Chester Street, Leesburg, Florida 34748, second party:

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of TEN AND NO/100----(\$10.00)----Dollars, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

The West 9.54 feet of the North 50 feet of the South 80 feet of the East 140 feet of the West 825.68 of the Southwest 1/4 of the Northeast 1/4, Section 22, Township 19 South, Range 24 East, Lake County Florida.

AND

The East 30.46 feet of the North 50 feet of the South 80 feet of the East 140 feet of the West 825.68 of the Southwest 1/4 of the Northeast 1/4, Section 22, Township 19 South, Range 24 East, Lake County Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said first party, either in law or in equity, to the only proper use, benefit and behoof of the said second party forever.

THIS DEED is intended to correct erroneous legal descriptions in that certain deed between the same parties as recorded in Official Records Book 5614, Page 2311, Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the said first party has caused its duly authorized officers to execute this instrument on the day and year first above written.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☐ physical presence, or ☐ online notarization, John Christian, as Mayor, and Andi Purvis as City Clerk, of the City of Leesburg, Florida, who acknowledged before me on the _____ day of _____, 2021, that they executed the foregoing instrument, and who were either {CHECK ONE} ☐ personally known to me, or who ☐ produced _____ as identification.

NOTARY PUBLIC SIGNATURE

Commission Number

Type or print name of Notary Public

Commission Expiration Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: November 8, 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 Independent Free Methodist Church, 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 Independent Free Methodist Church, Inc. to the City of Leesburg.

Analysis:

Independent Free Methodist Church, 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: 11/3/2021 3:21:56 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM INDEPENDENT FREE METHODIST CHURCH, 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 Independent Free Methodist Church, 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 8th day of November 2021.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:

Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

INSTRUMENT #2021053011
OR BK 5689 PG 2199 - 2204 (6 PGS)
DATE: 4/19/2021 10:07:19 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$52.50 DEED DOC \$0.70

RESERVED FOR RECORDING

THIS EASEMENT given the 12th day of ~~November~~ ^{DECEMBER}, 2019, by INDEPENDENT FREE METHODIST CHURCH, INC., whose address is 1111 Pamela Street, 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.

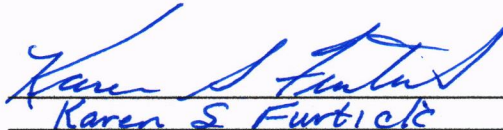
TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

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)

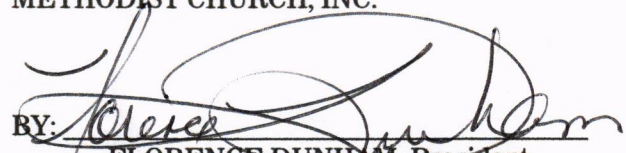


(Type or print name of Witness)



(Type or print name of witness)

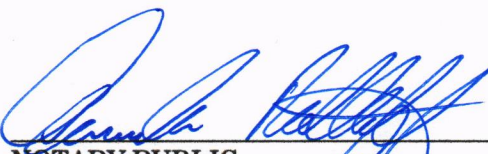
GRANTOR: INDEPENDENT FREE
METHODIST CHURCH, INC.

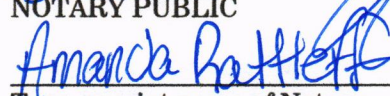
BY: 

FLORENCE DUNHAM, President

STATE OF FLORIDA
COUNTY OF Citrus

BEFORE ME, the undersigned Notary Public, personally appeared Florence Dunham, as President of Independent Free Methodist Church, Inc., who acknowledged before me that she executed this instrument on the 12th day of DECEMBER, 2019, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.



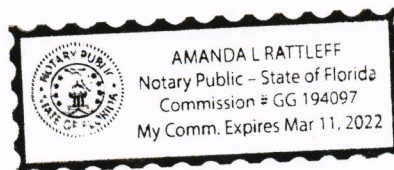
NOTARY PUBLIC


Type or print name of Notary

GG 194097

Commission Number
Mar 11, 2022

Commission expiration date



JOINDER & CONSENT OF MORTGAGEE

The undersigned, as holder of a mortgage or other lien on the above described property, as described more particularly below, 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. The rights subordinated to the City of Leesburg, Florida are as follows:

- A. Mortgage from Independent Free Methodist Church, Inc., to Citizens First Bank, in the original, principal amount of \$40,000.00, recorded on May 7, 2018, under Instrument No. 2018052267, Official Records Book 5105, Page 966, Public Records of Lake County, Florida.
- B. Mortgage in the sum of \$492,000.00 from Independent Free Methodist Church, Inc., to Citizens First Bank dated 10/5/2009 and recorded 10/6/2009 in Official Records Book 3826, Page 2014, as Document No. 2009107935 as subsequently modified by Future Advance Agreement dated October 13, 2013, and recorded October 24, 2013 in O.R. Book 4395, Page 1184, as Document No. 2013117706; Modification and Extension Agreement dated October 18, 2013, and recorded October 24, 2013, in O.R. Book 4395, Page 1186, as Document No. 2013117707, Future Advance Agreement recorded 3/30/2017, in O.R. Book 4923, Page 58, and Future Advance Agreement recorded on 3/30/2017 in O.R. Book 4923, Page 55, all in the Public Records of Lake County, Florida.
- C. Collateral Assignment of Leases and Rents recorded on May 7, 2018, under Instrument No. 2018052268, Official Records Book 5105, Page 972, Public Records of Lake County, Florida.
- D. Collateral Assignment of Leases and Rents from Independent Free Methodist Church, Inc., to Citizens First Bank dated 10/5/2009 and recorded in Official Records Book 3826, Page 2019, as Document No. 2009107936 of the Public Records of Lake County, Florida.
- E. UCC-1 Financing Statement from Independent Free Methodist Church, Inc., to Citizens First Bank recorded 10/6/2009 in Official Records Book 3826, Page 2021, as Document No. 2009107937 of the Public Records of Lake County, Florida.
- F. UCC-1 Financing Statement filed with Florida Secured Transaction Registry on October 8, 2009, under File No. 200901318874.

CITIZENS FIRST BANK

BY: Josh Gonzalez, FVP
Josh Gonzalez, First Vice President
Type or print name and position or title

STATE OF FLORIDA
COUNTY OF Sumter

BEFORE ME, the undersigned Notary Public, personally appeared Josh Gonzales
_____, the First Vice President
of CITIZENS FIRST BANK, who acknowledged before me that (s)he executed this instrument on the 13th
day of December, 2019, and who was either ☒ personally known to me, or who
☐ produced _____ as identification.

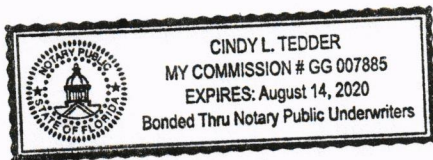
Cindy L. Tedder

NOTARY PUBLIC
Cindy L. Tedder

Type or print name of Notary

Commission Number

Commission expiration date



SCHEDULE "A"

DESCRIPTION:

A portion of Lots 32, 33, 34, 41, 42 and 43, Hilltop View Subdivision according to the plat thereof recorded in Plat Book 14, Page 20, Public Records of Lake County, Florida, being more particularly described as follows:

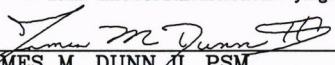
Begin at the Northwest corner of Lot 32, Hilltop View Subdivision according to the plat thereof recorded in Plat Book 14, Page 20, Public Records of Lake County, Florida; thence South 89°21'49" East, a distance of 210.00 feet along the North line of said Lot 32 and along the North line of Lot 43 as shown on said plat to a point on the West right of way line of Pamela Street as shown on said plat; thence South 00°49'01" West, a distance of 220.00 feet along said West right of way line to a point on the South line of Lot 41 as shown on said plat; thence North 89°21'49" West, a distance of 112.50 feet along the South line of said Lot 41 and along the South line of Lot 34 as shown on said plat to a point on a line that is 7.50 feet West of and parallel with the East line of said Lot 34; thence North 00°49'01" East, a distance of 15.00 feet along said parallel line to a point on a line that is 15.00 feet North of and parallel with the South line of said Lots 34 and 41; thence South 89°21'49" East, a distance of 97.50 feet along said parallel line to a point on a line that is 15.00 feet West of and parallel with said West right of way line; thence North 00°49'01" East, a distance of 190.00 feet along said parallel line to a point on a line that is 15.00 feet South of and parallel with the North line of said lots 32 and 43; thence North 89°21'49" West, a distance of 180.00 feet along said parallel line to a point on a line that is 15.00 feet East of and parallel with the East right of way line of Susan Street as shown on said plat; thence South 00°49'01" West, a distance of 67.50 feet along said parallel line to a point on a line that is 7.50 feet South of and parallel with the South line of said Lot 32; thence North 89°21'49" West, a distance of 15.00 feet along said parallel line to a point on said East right of way line; thence North 00°49'01" East, a distance of 82.50 feet along said East right of way line to the POINT OF BEGINNING.

Containing 8,700 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East right of way line of Susan Street per plat of Hilltop View Subdivision according to the plat thereof recorded in Plat Book 14, Page 20, Public Records of Lake County, Florida being North 00°49'01" East, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

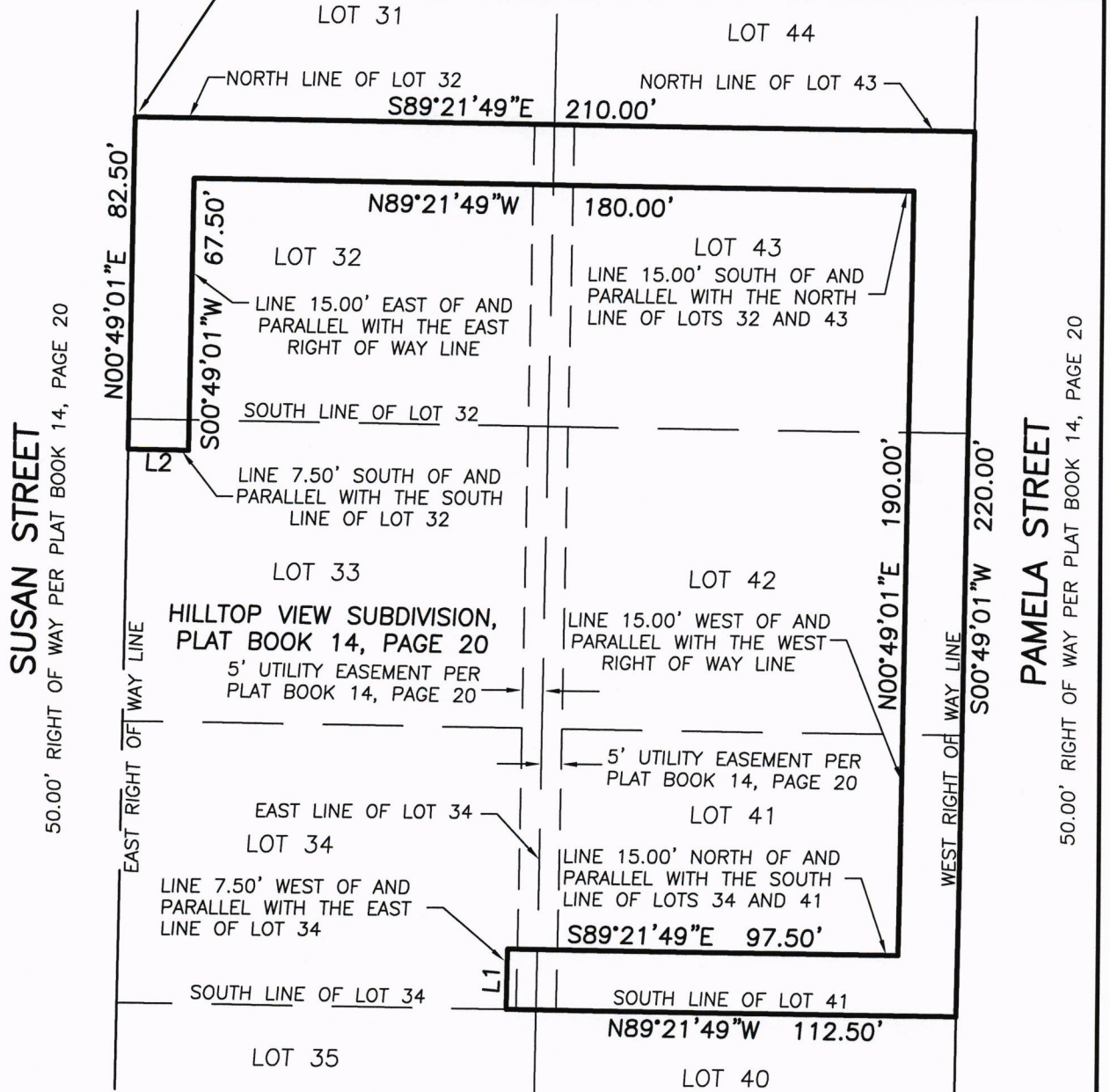
NOT VALID WITHOUT SHEET 2

DESCRIPTION	Date: 08/01/2019	KR	Certification Number LB2108 62208002
FOR CITY OF LEESBURG, FLORIDA	Job Number: 62208	Scale: 1" = 40'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
			 JAMES M. DUNN II, PSM Registered Land Surveyor Number 4235

SKETCH OF DESCRIPTION

POINT OF BEGINNING

NORTHWEST CORNER OF LOT 32,
HILLTOP VIEW SUBDIVISION, PLAT
BOOK 14, PAGE 20, PUBLIC
RECORDS OF LAKE COUNTY,
FLORIDA



LEGEND :

L1 = LINE NUMBER

1" = 40'

GRAPHIC SCALE



LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°49'01"E	15.00'
L2	N89°21'49"W	15.00'



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

e-mail: info@southeasternsurveying.com

Drawing No. 62208002
Job No. 62208
Date: 08/01/2019
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: November 8, 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 Regional 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 Regional Leesburg, LLC. to the City of Leesburg, Florida.

Analysis:

Regional 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: 11/3/2021 3:22:47 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM REGIONAL 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 Regional Leesburg, LLC., for the purpose of granting the City a utility easement over real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk



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

INSTRUMENT #2021074615
OR BK 5719 PG 970 - 973 (4 PGS)
DATE: 6/1/2021 10:07:21 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$35.50 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 10th day of May, 2021, by **REGIONAL LEESBURG, LLC**, whose address is 4750 The Grove Drive, Suite 220, Windermere, Florida 34786, 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

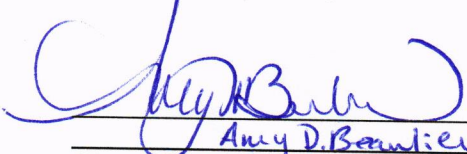
for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall 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.

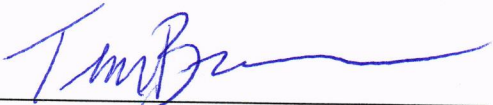
TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

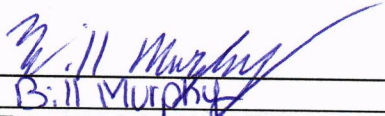
IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number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

WITNESSES (two required)

GRANTOR: REGIONAL LEESBURG, LLC

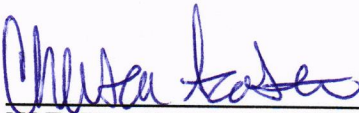

Amy D. Boudien
(Type or print name of Witness)

BY: 
TIMOTHY C. BURNS, Manager

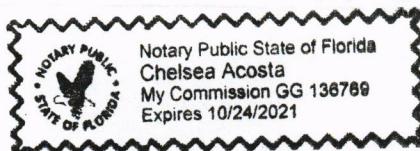

Bill Murphy
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Orange

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Timothy C. Burns, as Manager of Regional Leesburg, LLC, who acknowledged before me on the 10th day of April, 2021, that he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.


NOTARY PUBLIC SIGNATURE
Chelsea Acosta
Type or print name of Notary Public

GG136769
Commission Number
10/24/2021
Commission Expiration Date



SKETCH OF DESCRIPTION

OF A

UTILITY EASEMENT

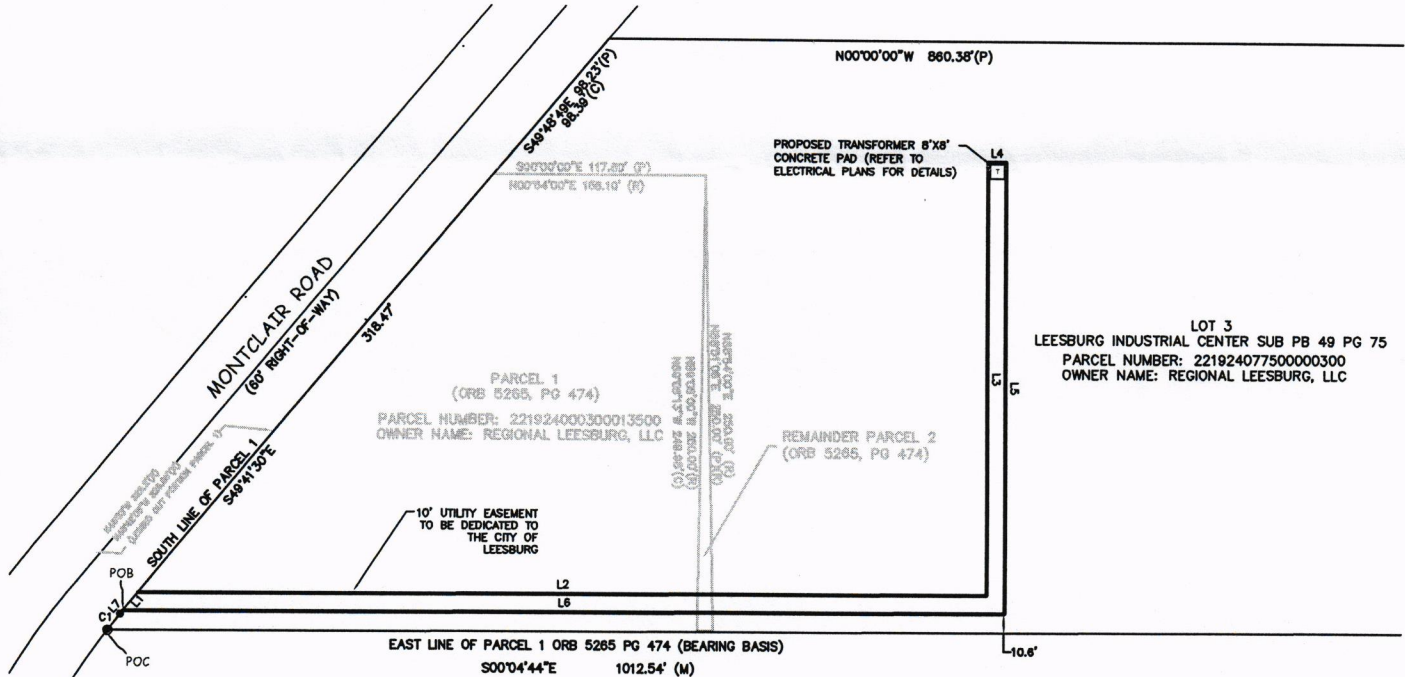
AT

LANDS DESCRIBED IN O.R. BOOK 5265 PAGE 475

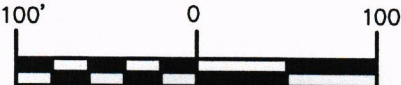
SITUATED IN

SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST

2324 MONTCLAIR ROAD, LEESBURG, FL 34748
LAKE COUNTY, FL.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N49°42'49"W	13.12'
L2	N00°04'44"W	469.68'
L3	S90°00'00"W	238.81'
L4	N00°00'25"W	10.00'
L5	N90°00'00"E	248.79'
L6	S00°04'45"E	488.17'
L7	N49°42'48"W	2.61'



SCALE: 1"=100'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	397.67'	11.06'	11.06'	S 51°26'01" E	1°35'38"

LEGEND:

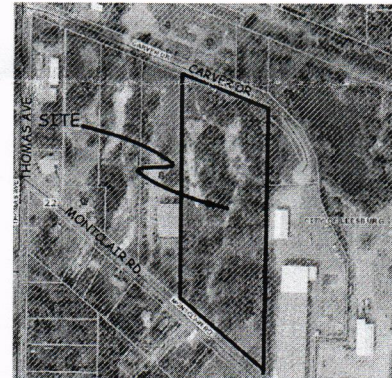
- R/W = RIGHT OF WAY LINE
- OR = OFFICIAL RECORDS
- PG = PAGE NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (R) = RECORD
- (M) = MEASURED
- (C) = CALCULATED

CERTIFIED TO:
REGIONAL CONSTRUCTION

SHEET 1 OF 2

(SEE SHEET 2 FOR EASEMENT DESCRIPTION AND NOTES)

VICINITY MAP



I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5A-17.050 THRU 052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
475 WEST LAKE BRANTLEY ROAD, ALTAMONTE SPRINGS, FL 32714

REVISIONS:

PROJECT NO: 18-535
SCALE: 1"= 100'
DRAWN BY: CEJE
CHECKED BY: RAE
DATE DRAWN: 04/19/2021
FIELD BOOK/PAGE: N/A



ELLIS SURVEYS LLC
Land Surveying & Planning

P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellissurveys.com

THIS MAP IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

ROBERT A. ELLIS, P.L.S.
FLORIDA REGISTRATION NO. 3880
FOR THE FIRM
DATE SIGNED: _____

SKETCH OF DESCRIPTION

OF A

UTILITY EASEMENT

AT

LANDS DESCRIBED IN O.R. BOOK 5265 PAGE 475

SITUATED IN

SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST

2324 MONTCLAIR ROAD, LEESBURG, FL 34748

LAKE COUNTY, FL.

DESCRIPTION PREPARED:

A TRACT OF LAND SITUATED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24, EAST, LAKE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5265 PAGE 475 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 5265 PAGE 475; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 397.67' TO WHICH CENTER POINT BEARS S39°21'48"W; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 1°35'28" FEET, AN ARC DISTANCE OF 11.06 FEET TO THE END OF SAID CURVE. THENCE CONTINUING ALONG THE SOUTH LINE OF SAID PARCEL 1, N49°42'48"W A DISTANCE OF 2.61 TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE OF PARCEL 1 AND PARALLEL WITH THE EAST LINE OF PARCEL 1 N00°04'44"W A DISTANCE OF 469.68 FEET; THENCE S90°00'00"W A DISTANCE OF 238.81 FEET; THENCE N00°00'25"W A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E A DISTANCE OF 248.79 FEET; THENCE PARALLEL WITH SAID EAST LINE OF PARCEL 1, S00°04'45"E A DISTANCE OF 488.17 FEET; THENCE N49°42'49"W A DISTANCE OF 13.12 FEET TO THE POINT OF BEGINNING.

NOTES:

1. PREPARED AS A SKETCH OF DESCRIPTION. *** THIS IS NOT A SURVEY ***
2. THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
4. IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.
5. MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.
6. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
7. ALL BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF PARCEL 1 AS BEARING N00°04'44"W AS PER PLAT.

© COPYRIGHT 2021 BY ELLIS SURVEYS LLC

SHEET 2 OF 2

(SEE SHEET 1 FOR SKETCH)

REVISIONS:

PROJECT NO: 18-535

SCALE: N/A

DRAWN BY: CEJE

CHECKED BY: RAE

DATE DRAWN: 04/19/2021

FIELD BOOK/PAGE: N/A



ELLIS SURVEYS LLC
Land Surveying & Planning

P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellisurveys.com

THIS MAP IS NOT VALID WITHOUT THE ORIGINAL
SIGNATURE AND RAISED SEAL OF THE FLORIDA
LICENSED SURVEYOR AND MAPPER.

ROBERT A. ELLIS, P.L.S.
FLORIDA REGISTRATION NO. 3880
FOR THE FIRM
DATE SIGNED: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: November 8, 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 Wal Mart Stores East, LP, 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 Wal Mart Stores East, LP to the City of Leesburg, Florida.

Analysis:

Wal Mart Stores East, LP 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: 11/3/2021 3:23:37 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM WAL MART STORES EAST, LP, 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 Wal Mart Stores East, LP, 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 8th day of November 2021.

Mayor

ATTEST:

City Clerk

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



INSTRUMENT #2021064151
OR BK 5705 PG 1566 - 1573 (8 PGS)
DATE: 5/10/2021 10:07:35 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$69.50 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 28th day of April, 2021, by WAL MART STORES EAST, LP, whose address is 702 SW 8th Street, Bentonville, Arkansas 72716, 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 caused its duly authorized representative to 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: WAL MART STORES EAST, LP,
by WSE MANAGEMENT, LLC, General
Partner

Allison Mabray
(Type or print name of Witness)

BY: Mark Asplund
Type or print name and corporate title

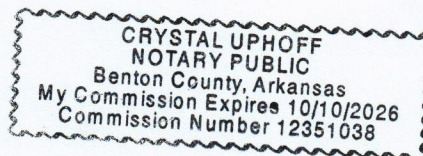
Scotty Parsons
(Type or print name of witness)

STATE OF Arkansas
COUNTY OF Benton

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Mark Asplund, the Project manager of WSE Management, LLC, the General Partner of Wal Mart Stores East, LP, who acknowledged before me on the 28 day of April, 2021, that (s)he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Crystal Uphoff
NOTARY PUBLIC SIGNATURE
Crystal Uphoff
Type or print name of Notary Public

12351038
Commission Number
10-10-2026
Commission Expiration Date



Sketch and Description:

THIS IS NOT A SURVEY

Legal Description: (LEESBURG ELECTRIC EASEMENT)

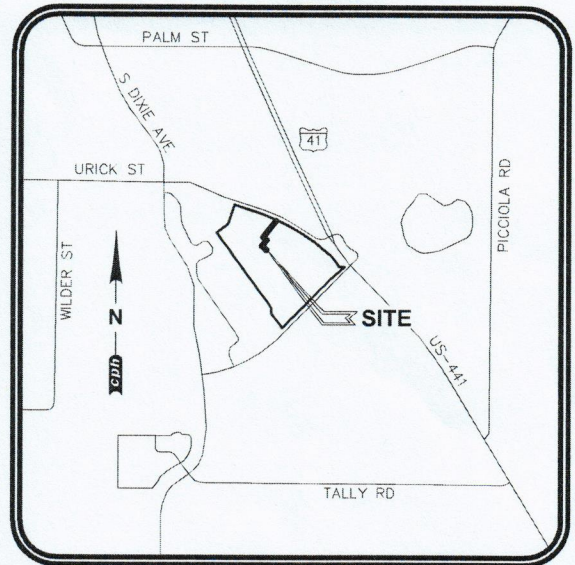
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 24 EAST AND RUN NORTH 00°47'18" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 578.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 441 (ALSO KNOWN AS COUNTY ROAD 25A AND DIXIE AVENUE) SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2831.79' AND A CHORD BEARING AND DISTANCE OF SOUTH 66°32'16" EAST, 5.24 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'22" AN ARC LENGTH OF 5.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2831.79' AND A CHORD BEARING AND DISTANCE OF SOUTH 66°19'18" EAST, 16.11 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°19'33", AN ARC LENGTH OF 16.11 FEET; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE RUN SOUTH 45°01'41" WEST, A DISTANCE OF 290.27 FEET; THENCE SOUTH 44°58'19" EAST, A DISTANCE OF 61.59 FEET; THENCE SOUTH 45°01'41" WEST, A DISTANCE OF 107.12 FEET; THENCE SOUTH 44°58'19" EAST, A DISTANCE OF 44.21 FEET; THENCE SOUTH 45°01'41" WEST, A DISTANCE OF 0.67 FEET; THENCE SOUTH 44°58'19" EAST, A DISTANCE OF 34.33 FEET; THENCE SOUTH 45°01'41" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 44°58'19" WEST, A DISTANCE OF 34.33 FEET; THENCE NORTH 45°01'41" EAST, A DISTANCE OF 0.67 FEET; THENCE NORTH 44°58'19" WEST, A DISTANCE OF 59.21 FEET; THENCE NORTH 45°01'41" EAST, A DISTANCE OF 107.12 FEET; THENCE NORTH 44°58'19" WEST, A DISTANCE OF 61.59 FEET; THENCE NORTH 45°01'41" EAST, A DISTANCE OF 299.41 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

ENCOMPASSES 8,244 SQUARE FEET OR 0.19 ACRE MORE OR LESS.

VICINITY MAP

NOT TO SCALE



Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	GOV'T - GOVERNMENT	PC - POINT OF CURVATURE	R24E - RANGE 24 EAST
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	(DE) - DEED EXCEPTION	IR - IRON ROD	PG - PERMANENT CONTROL POINT	RAD - RADIAL
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PGS - PAGES	REC - RECOVERED
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY EASEMENT	L - ARC LENGTH	PI - POINT OF INTERSECTION	REV - REVISION
BM - BENCH MARK	ELEV - ELEVATION	LB# - LICENSED BUSINESS NUMBER	POB - POINT OF BEGINNING	RP - RADIUS POINT
(C) - CALCULATED	EDP - EASEMENT OF PAVEMENT	(M) - MEASURED	POC - POINT OF COMMENCEMENT	R/W - RIGHT-OF-WAY
CH - CHORD	ESMT - EASEMENT	N & D - NAIL AND DISK	POL - POINT ON LINE	SEC 10 - SECTION 10
CB - CHORD BEARING	FOOT - FLORIDA DEPARTMENT OF TRANSPORTATION	NR - NON-RADIAL	PRC - POINT OF REVERSE CURVATURE	SQ - SQUARE
CCR # - CERTIFIED CORNER RECORD NUMBER	FF - FINISH FLOOR	NSI - NO SURVEYOR IDENTIFICATION	PRM - PERMANENT REFERENCE MONUMENT	SQ FT - SQUARE FEET
C/L - CENTERLINE	FND - FOUND	NT - NON-TANGENT	PT - POINT OF TANGENCY	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FP&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS	UE - UTILITY EASEMENT	T19S - TOWNSHIP 19 SOUTH
CONC - CONCRETE	(G) - GRID (STATE PLANE)	(P) - PLAT	W/ - WITH	(TYP) - TYPICAL
COR - CORNER		PB - PLAT BOOK		
		FS - FLORIDA STATUTE		

Surveyor's Notes:

- COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE COORDINATES (NAD 83(1990)) FLORIDA EAST ZONE AS BEING N 00°47'18" EAST ALONG THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 10, T19S, R24E.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on December 28, 2020. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By: _____

Paul J. Katrek
Professional Surveyor and Mapper
Florida Registration No. 6233

TITLE BLOCK ABBREVIATIONS
Eng = ENGINEERING LB = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch = ARCHITECTURAL
Landscp = LANDSCAPE N/A = NOT APPLICABLE Lic = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

NOT VALID WITHOUT
SHEETS 1 AND 2 OF 2.

Drawn by: PJK

Date: 12/28/20

Job No. C4622

Scale: N/A

File: C4622 SOD.DWG

cph

www.cphcorp.com

Prepared By:
CPH, Inc.

Licenses:

Eng. C.O.A. No. 3215

Survey L.B. No. 7143

Arch. Lic. No. AA2600926

Landscp. Lic. No. LC0000298

LEESBURG ELECTRIC EASEMENT

2501 CITRUS BOULEVARD
SECTION 10-TOWNSHIP 19 SOUTH-RANGE 24 EAST
LAKE COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

1

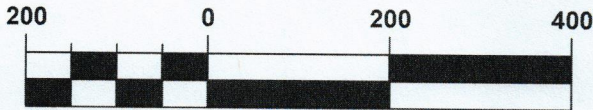
1 of 2

© 2020

500 W. Fulton St. ~ Sanford, FL 32771 ~ Ph: 407.322.6841

Sketch and Description:

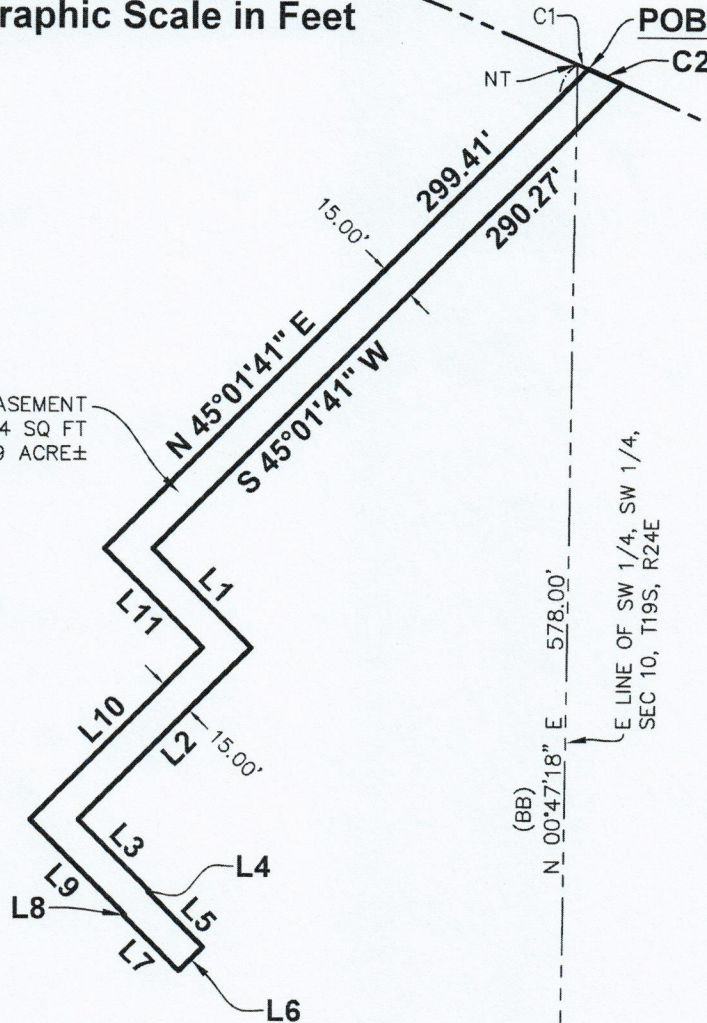
THIS IS NOT A SURVEY



Graphic Scale in Feet



LEESBURG ELECTRIC EASEMENT
ENCOMPASSES 8,244 SQ FT
OR 0.19 ACRE±



OLD US HIGHWAY 441
(COUNTY ROAD 25A, DIXIE AVE)

SOUTHERLY R/W LINE OLD US HIGHWAY 441
(COUNTY ROAD 25A, DIXIE AVE)

E LINE OF SW 1/4, SW 1/4,
SEC 10, T19S, R24E

(BB)

N 00°47'18" E 578.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 44°58'19" E	61.59'
L2	S 45°01'41" W	107.12'
L3	S 44°58'19" E	44.21'
L4	S 45°01'41" W	0.67'
L5	S 44°58'19" E	34.33'
L6	S 45°01'41" W	15.00'
L7	N 44°58'19" W	34.33'
L8	N 45°01'41" E	0.67'
L9	N 44°58'19" W	59.21'
L10	N 45°01'41" E	107.12'
L11	N 44°58'19" W	61.59'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	0°06'22"	5.24'	2,831.79'	5.24'	S 66°32'16" E
C2	0°19'33"	16.11'	2,831.79'	16.11'	S 66°19'18" E

POC

SE COR SW 1/4, SW 1/4
SEC 10, T19S, R24E

S LINE OF SEC 10, T19S, R24E

TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL
Landscape = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

**NOT VALID WITHOUT
SHEETS 1 AND 2 OF 2.**

Drawn by: PJK

Date: 12/28/20

Job No. C4622

Scale: 1"=200'

File: C4622 SOD.DWG



www.cphcorp.com

500 W. Fulton St. ~ Sanford, FL 32771 ~ Ph: 407.322.6841

Prepared By:
CPH, Inc.

Licenses:

Eng. C.O.A. No. 3215

Survey L.B. No. 7143

Arch. Lic. No. AA2600926

Lndscp. Lic. No. LC0000298

LEESBURG ELECTRIC EASEMENT

2501 CITRUS BOULEVARD
SECTION 10-TOWNSHIP 19 SOUTH-RANGE 24 EAST
LAKE COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

2

2 of 2

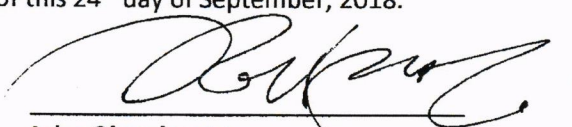
© 2020

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, John Okwubanego, an Assistant Secretary of Wal-Mart Real Estate Business Trust; Sam's Real Estate Business Trust; Sam's PW, Inc.; Walmart Inc.; Wal-Mart Stores Arkansas, LLC; Wal-Mart Stores Texas, LLC; Wal-Mart Stores East, LP; Wal-Mart Louisiana, LLC; WSE Management, LLC; Sam's East, Inc.; Sam's West, Inc.; Wal-Mart.com USA, LLC; and Wal-Mart Puerto Rico, Inc. (hereinafter collectively referred to as "the Company"), hereby certifies that he has been elected, qualified, and is acting in such capacity and that he is familiar with the facts certified herein and is duly authorized to certify the same, and thus, he hereby certifies the following:

1. **Hunter Hart** currently serves as Vice President, Realty Operations for Walmart. Hunter Hart is authorized to delegate the signing of documents on behalf of Walmart to the manager level for his team and has delegated such ability to those positions shown on the attached **Exhibit A**.
2. **Mark Asplund** currently serves as Senior Project Manager and pursuant to the delegation attached on Exhibit A; Mark Asplund is authorized to execute documents on behalf of Walmart.

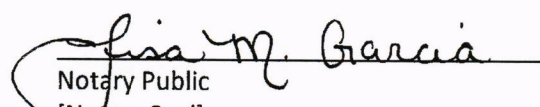
In witness thereof, I have executed this document as of this 24th day of September, 2018.



John Okwubanego
Assistant Secretary

Subscribed and sworn before me this 24th day of September, 2018.

My commission expires: 5/1/27



Notary Public
[Notary Seal]

OFFICIAL SEAL
LISA M. GARCIA
WASHINGTON COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXP. MAY 01, 2027
COMMISSION # 12360574

Exhibit A

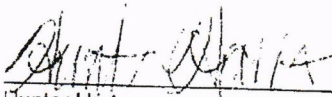
Delegation of Signature Authority

I, Hunter Hart, Vice President of Walmart Inc.; Wal-Mart Real Estate Business Trust; Wal-Mart TRS, LLC; Wal-Mart Realty Company; Wal-Mart Property Co.; Wal-Mart Stores Arkansas, LLC; Wal-Mart Stores Texas, LLC; Wal-Mart Stores East, LP; Wal-Mart Louisiana, LLC; WSE Management, LLC; Wal-Mart Stores East, LLC; Wal-Mart.com USA, LLC; Sam's Real Estate Business Trust; Sam's TRS, LLC; Sam's East, Inc.; Sam's West, Inc.; Sam's Property Co.; Sam's PW, Inc.; Wal-Mart Puerto Rico, Inc.; Benchmark Realty Advisors, Inc.; Benchmark Resources, Inc.; and North Arkansas Wholesale Co., Inc. (hereinafter collectively referred to as "the Company"), hereby delegate to:

Senior Director, Realty Operations
Regional Manager, Facilities Management
Director, Real Estate & Portfolio Management
Senior Manager II, Real Estate & Portfolio Management
Senior Manager I, Real Estate & Portfolio Management
Director, Project Design & Management
Director, Field Execution
Senior Program Manager
Senior Project Manager

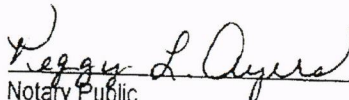
the authority to sign the documents set forth in Exhibit A, attached hereto and incorporated herein, on behalf of the Company, in their respective capacity for the Company.

This Delegation of Signature Authority shall supersede and revoke any signature authority previously given pursuant to the Facility Management delegation from Carl Crowe dated September 26, 2017; the Construction delegation from John Clarke dated February 10, 2017; and the New Store delegations, Portfolio Management delegations, and PMO delegations from Hunter Hart and Brian Hooper all dated February 6, 2017 and from L.B. Johnson all dated February 23, 2017. All acts and transactions of individuals in the positions above which were taken or made in good faith and prior to the formal delegation of authority to such position that are consistent with this delegation are hereby ratified and approved.



Hunter Hart
Vice President, Realty Operations

Subscribed and sworn before me on this 14 day of February, 2018



Notary Public
Notary Seal

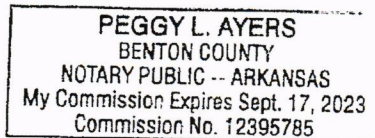


Exhibit A

All signing authority contained herein must be done in compliance with Walmart Realty Division Corporate Governance.

Senior Director, Realty Operations

1. Any documents related to the day-to-day acquisition or disposition of the Company's tangible and intangible real estate interests as such are approved by Realty Approvals Committee, Deal Committee or such other committee as may be developed in the future (collectively, "Committees").
2. Any document related to the day-to-day management of the Company's real estate interests and assets within the teams' portfolios but always subject to approval of the Committees if such document falls within the Committee's scope of authority.
3. Any short-term contracts for services to be performed, including, but not limited to surveys and Phase I reports, not exceeding the invoice approval limit for the Associate.
4. Short-term (merchandise and remodel) warehouse leases for terms of up to and including two years where the yearly leasehold commitment is not greater than \$250,000.
5. Agreements related to the end of a lease term regarding the condition of the building, etc.
6. Deeds which are required by pre-existing agreements to grant the property and/or condemnation situations, etc.
7. Temporary office leases for terms of up to and including two years where the total leasehold commitment is not greater than \$100,000.
8. Vestibule leases, renewals, terminations and similar documents approved by the Space Use Committee or such other committee as may be developed in the future ("SUC").
9. Subordination agreements, amendments and such other documents as necessary to administer the vestibule leases.
10. ECR Amendments.
11. Storage Rental Agreements with storage container or storage trailer suppliers.
12. Non-disclosure agreements.
13. Third party reliance agreements.
14. Amendments to agreements to extend deadlines for no additional monetary payment.
15. Altered Master Service Agreement ("MSA") or Environmental Master Services Agreement ("EMSA") for facility maintenance services.
16. Settlements of asserted claims, including, but not limited to, common area maintenance claims and vendor disputes, up to \$500,000 as long as such claims have not become a lawsuit or arbitration.
17. Scopes of Work for preventative and reactive maintenance programs for up to two years in duration, that are competitively bid, and that are authorized under an MSA or EMSA with standard termination language may be signed by a Sr. Director as long as the total cost associated with the SOW is not anticipated to exceed \$5,000,000 per year. Any scope of work that is not being signed under an MSA or EMSA with standard termination language or that does not comply with the provisions above must be signed by the Vice President, Realty Operations.
18. Any documents that may be signed by the positions listed below.

Director, Real Estate & Portfolio Management

Senior Manager II, Real Estate & Portfolio Management

1. Lease Amendments that set the term, square footage or similar confirmation of understand pursuant to lease.
2. Short Form Memorandum of leases, development agreements, etc.
3. Lease Addendum/Attachment A assigning locations approved by SUC.
4. Easements and License Agreements.
5. Short-term (merchandise and remodel) warehouse leases for terms of up to and including one year where the yearly leasehold commitment is not greater than \$100,000.
6. ECR Amendments or letters approving variations (i.e. height and building size, signage).
7. Standard closing documents (i.e. owner's affidavits, non-foreign status affidavits, etc.).
8. Any short-term contracts for services to be performed, including, but not limited to surveys and Phase I reports, not exceeding the invoice approval limit for the Associate.
9. Any documents that may be signed by Senior Manager I, Real Estate and Portfolio Management.

Senior Manager I, Real Estate & Portfolio Management

1. SNDA and Estoppel Documents.
2. Right of Entry Agreements.

3. Any affidavits, permits, applications or other similar documents generally pertain to day-to-day business operations.
4. Any short-term contracts for services to be performed in furtherance of a real estate transaction including, but not limited to surveys and Phase I reports as long as the cost of such services do not exceed the lesser of \$10,000 or the invoice approval limit for the Associate.
5. Any other documents for transactions that (a) have been approved by the Committees and (b) which are part of the closing process, but are not to be recorded, including but not limited to settlement statements and acknowledgements of a 1031 exchange.
6. License Agreements with thirty (30) day termination clause.

Director, Project Design & Management

This position will have the authority to execute, implement, maintain, amend or renew the following documents (up to the individual's invoice approval limits), in connection with the design and construction of new stores, site relocations, expansions, remodels and takeovers, including but not limited to:

1. Civil engineering agreements
2. Architectural agreements
3. Easements
4. Deeds
5. Municipal maintenance agreements
6. Municipal improvement/development agreements
7. Plats
8. Any permit, application or other document required by various jurisdictions
9. Non-disclosure Agreements

Senior Program Manager

Senior Project Manager

1. Any permit or application required by various jurisdictions for remodel or special projects.

Director, Field Execution

1. Standard, competitively bid, construction contracts (this does not include construction contracts that are directly negotiated with only one contractor, such as Capstone projects).

Regional Manager, Facility Management

1. Standard, unaltered Master Service Agreement ("MSA") or Environmental Master Services Agreement ("EMSA") for facility maintenance services.
2. Amendments to documents, such as leases or ECRs, which change or clarify common area maintenance language on behalf of the Company.
3. Any affidavits, permits, applications or other similar documents that generally pertain to day-to-day business operations for facility management.
4. Scopes of Work for preventative and reactive maintenance programs for up to two years in duration, that are competitively bid, and that are authorized under an MSA or EMSA with standard termination language may be signed by a Regional Manager as long as the total cost associated with the SOW is not anticipated to exceed \$2,500,000 per year. Payment of invoices related to the SOW will continue to comply with the Authority to Expend Funds.

For other facilities management items, individual scopes of work for store/club specific issues separate from the preventative and reactive maintenance program will be managed and signed using the limits established in the division's Authority to Expend Funds document.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: November 8, 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 Boos - MCW 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 Boos - MCW Leesburg, LLC, to the City of Leesburg, Florida.

Analysis:

Boos - MCW 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: 11/3/2021 3:24:25 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM BOOS - MCW 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 Boos - MCW Leesburg, 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 8th day of November 2021.

Mayor

ATTEST:

City Clerk



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

INSTRUMENT #2021074611
OR BK 5719 PG 952 - 956 (5 PGS)
DATE: 6/1/2021 10:05:12 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$44.00 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 29 day of April, 2021, by **Boos - MCW LEESBURG, LLC**, whose address is 410 Park Place Boulevard, Suite 100, Clearwater, Florida 33759, 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, nonexclusive 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: BOOS – MCW LEESBURG, LLC,
By BOOS FLORIDA DEVELOPMENT, LLC,
its Manager

Erin Lyle

Erin Lyle

(Type or print name of Witness)

Maureen Wolfe

(Type or print name of witness)

BY: Robert D. Boos

ROBERT D. BOOS,
Authorized Member

STATE OF FLORIDA

COUNTY OF Pinellas

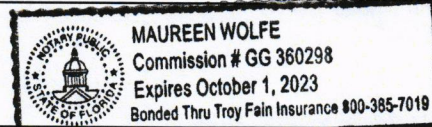
BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Robert D. Boos, as Authorized Member of Boos – MCW Leesburg, LLC, who acknowledged before me on the 29 day of April, 2021, that he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Maureen Wolfe

NOTARY PUBLIC SIGNATURE

Maureen Wolfe

Type or print name of Notary Public



Commission Number

10/1/23

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 5641, Page 136, 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.

SEACOAST NATIONAL BANK

BY: Christie Rock
Christie Rock / Senior Vice President
Type or print name and position or title

STATE OF FLORIDA
COUNTY OF Leesburg

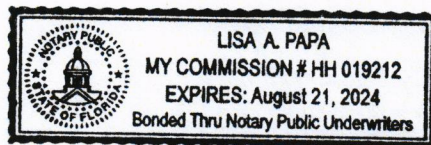
BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Christie Rock, the Senior Vice President of Seacoast National Bank, who acknowledged before me on the 14th day of May, 2021, that (s)he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Lisa A. Papa
NOTARY PUBLIC SIGNATURE

Commission Number

Type or print name of Notary Public

Commission Expiration Date



SKETCH OF DESCRIPTION

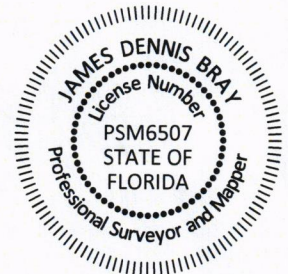
SHEET 1 OF 2

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11010-2568 AND THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 441, N71°09'25"W, 175.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5641, PG 121, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, N71°09'25"W, A DISTANCE OF 225.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND RUNNING ALONG THE WESTERLY LINE OF SAID LANDS, N00°36'21"E, A DISTANCE OF 36.42 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N00°36'21"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 133.73 FEET; THENCE DEPARTING SAID WESTERLY LINE, N45°54'18"E, A DISTANCE OF 94.67 FEET; THENCE S44°05'42"E, A DISTANCE OF 10.00 FEET; THENCE S45°54'18"W, A DISTANCE OF 90.50 FEET; THENCE S00°36'21"W, A DISTANCE OF 129.56 FEET; THENCE N89°23'39"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,242 SQUARE FEET, MORE OR LESS.



JOB #904320

CF #LAK-10041 US HWY 441-SOD-ELECTRIC ESMT

DATE: 04-20-2021

SCALE: 1" = 60'

DRAWN BY: PJT

CERTIFIED TO:
Z DEVELOPMENT SERVICES

LEGEND

	- CENTERLINE
CBW	- CONCRETE BLOCK WALL
CLF	- CHAIN LINK FENCE
CM	- CONCRETE MONUMENT
CONC	- CONCRETE
COVD	- COVERED
CW	- CONCRETE WALKWAY
Δ	- CENTRAL ANGLE
DESC	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
DW	- DRIVEWAY
EP	- EDGE OF PAVEMENT
ESMT	- EASEMENT
FH	- FIRE HYDRANT
FFE	- FINISHED FLOOR ELEVATION
FND	- FOUND
INST	- INSTRUMENT NUMBER
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
(D)	- MEASURED
MS	- METAL SHED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
OW	- OVERHEAD WIRE
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TR	- TELEPHONE RISER
TYP	- TYPICAL
UE	- UTILITY EASEMENT
UP	- UTILITY POLE
#	- NUMBER

REVISIONS

GENERAL NOTES:

1. Bearing structure is based on the monumented Northerly right of way line of U.S. Highway 441; being: N71°09'25"W per Official Records Book 5641, Page 121, Public Records of Lake County, Florida.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for, heron and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.
5. This Sketch is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature with the ability to validate. (See: www.altamaxsurveying.com for instructions on signature validation). The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

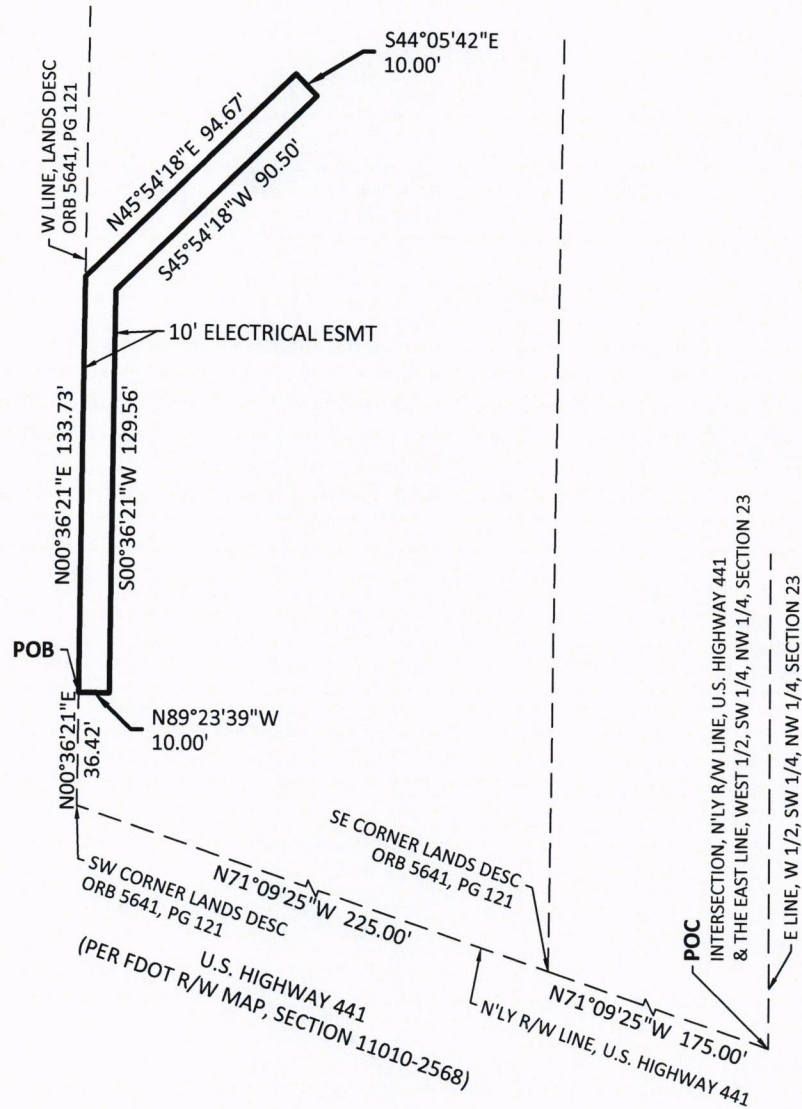
Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

James D. Bray PSM 6507

SKETCH OF DESCRIPTION

SHEET 2 OF 2

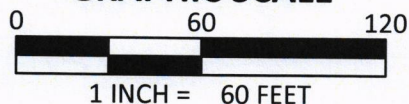


Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.14.

Meeting Date: November 8, 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 Roland Reyes and Magdalena Reyes 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 Roland Reyes and Magdalena Reyes to the City of Leesburg, Florida.

Analysis:

Roland Reyes and Magdalena Reyes are 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: 11/3/2021 3:25:11 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM ROLAND REYES AND MAGDALENA REYES 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 Roland Reyes and Magdalena Reyes, 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 8th day of November 2021.

Mayor

ATTEST:

City Clerk



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

INSTRUMENT #2021074607
OR BK 5719 PG 931 - 935 (5 PGS)
DATE: 6/1/2021 10:03:12 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$44.00 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 10 day of May 2021, 2021, by **ROLAND REYES AND MAGDALENA REYES**, husband and wife, whose address is ~~62242~~ 7522 Sunnyside Drive, 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.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESSES (two required)

Lisa Newell

(Type or print name of Witness)

Britney Mannino

(Type or print name of witness)

GRANTOR:

*ROLAND REYES

ROLAND REYES

MAGDALENA REYES

MAGDALENA REYES

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☐ physical presence, or ☐ online notarization, Roland Reyes and Magdalena Reyes, husband and wife, who acknowledged before me on the 10th day of May, 2021, that they executed the foregoing instrument, and who were either {CHECK ONE} ☐ personally known to me, or who ☒ produced FL Driver's License as identification.

Tara Ramjeet

NOTARY PUBLIC SIGNATURE

TARA RAMJEET

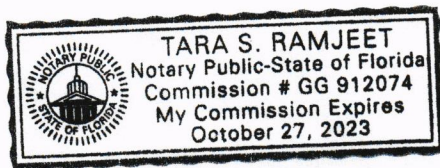
Type or print name of Notary Public

GG 912074

Commission Number

10/27/2023

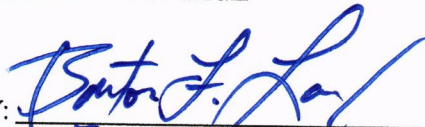
Commission Expiration Date



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 5554, Page 1164, 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.

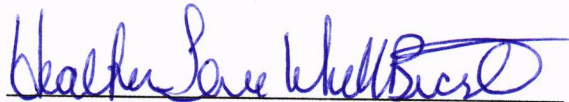
REGIONS BANK d/b/a
REGIONS MORTGAGE

BY: 

Barton F. Lary - Vice President
Type or print name and position or title

STATE OF Alabama
COUNTY OF Jefferson

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Barton F. Lary, the vice president of Regions Bank d/b/a Regions Mortgage, who acknowledged before me on the 11 day of May, 2021, that (s)he executed the foregoing instrument, and who was either {CHECK ONE} ☐ personally known to me, or who ☒ produced driver's license as identification.



NOTARY PUBLIC SIGNATURE

Heather Levie Whitten Bicste

Type or print name of Notary Public

Commission Number

7/14/21

Commission Expiration Date

**HEATHER LEVIE WHITTEN BICISTE
MY COMMISSION EXPIRES
JULY 14, 2021**

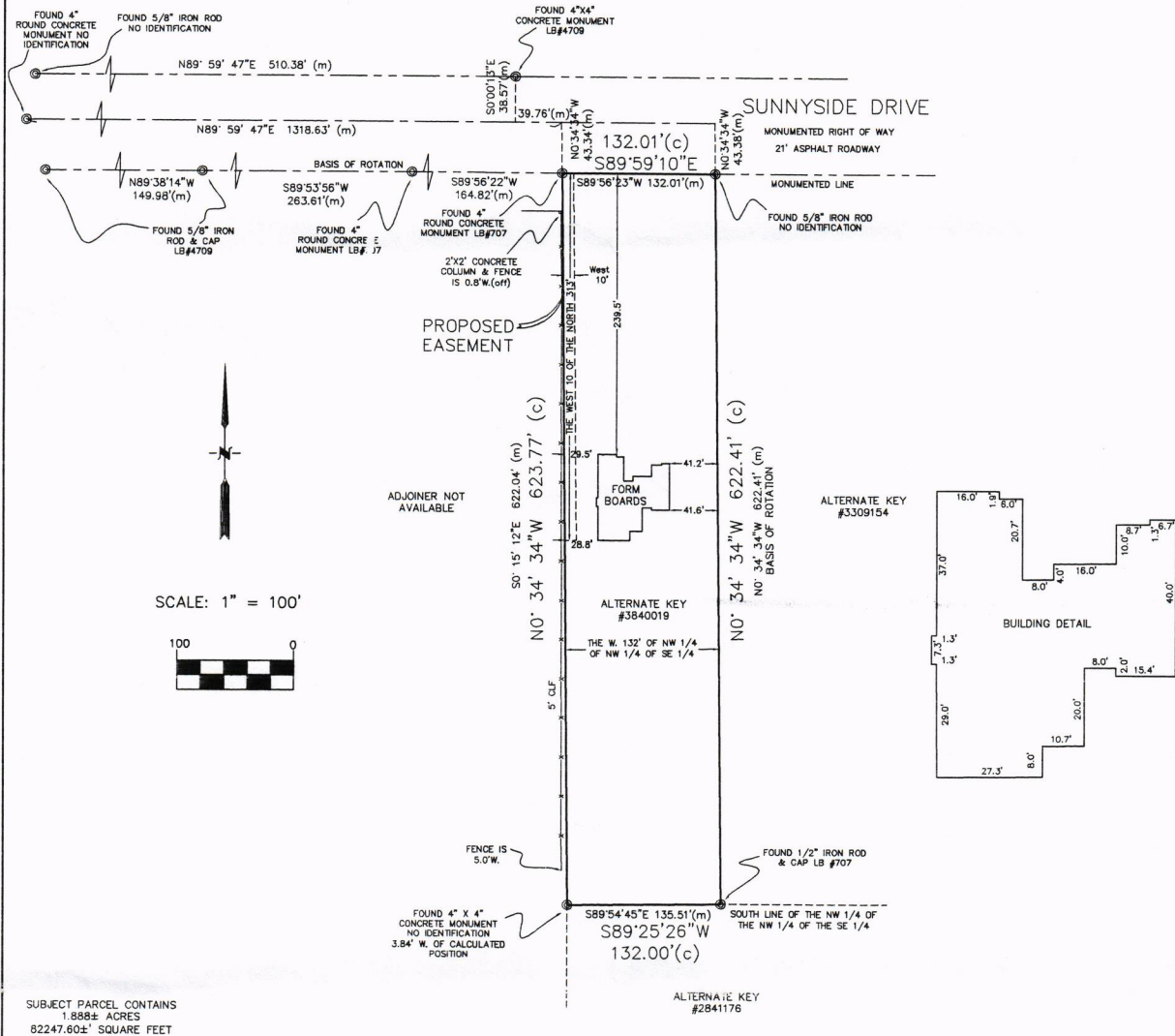
BOUNDARY SURVEY

DESCRIPTION (As Furnished)

THE WEST 132 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29,
TOWNSHIP 19 SOUTH, RANGE 25 EAST, Lake County, Florida, LESS ROAD RIGHT OF WAY

PROPOSED EASEMENT DESCRIPTION

THE WEST 10.0' OF THE NORTH 313.0' OF THE WEST 132 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, Lake County, Florida, LESS
ROAD RIGHT OF WAY

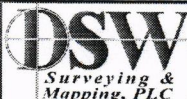


SUBJECT PARCEL CONTAINS
1.88± ACRES
82247.60± SQUARE FEET

Based on the FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL
FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP,
Lake County, Florida, Community Panel Number 120421 0340 E,
last dated 12/18/2012, it appears from a scaling of said map
that the land described hereon is shown to be in Zone "X",
(AREA OF MINIMAL FLOODING)
Said FEMA map is not a Survey and no responsibility
is taken for the information contained in or the accuracy of the above
referenced map.

- This Plot represents a Boundary Survey of the description as furnished
DSW Surveying and Mapping, PLLC, per client's instruction and makes
no claims regarding ownership or rights of possession.
- Bearings shown hereon are based on the EAST LINE OF DESCRIBED PARCEL.
Being N0° 34' 34"W, AN ASSUMED DATUM.
- This surveyor has not searched the public records or obstructed the land shown
hereon for easements, right of ways, covenants and restrictions or other pertinent
documents which may be found in the public records of this county. This
research was not included in the scope of services of this firm.
- The relative distance accuracy for boundary dimensions shown hereon
is in excess of 1 Foot in 10,000 Feet.
- Underground improvements and utilities have not been located.
- This survey performed by DSW Surveying and Mapping, PLLC, is for the singular use
by the clients named hereon for the express stated purpose listed hereon. This drawing
is not legally binding without my signature and original raised embossed seal.
No third party is authorized to use this drawing in any way, and this surveyor shall
not be held liable for damages resulting from the unauthorized or illegal executions
or attempts at circumventing prescribed laws or professional fee payments.
All plots, reports, notes, plans, specifications, computer files, field notes or data,
other documents and instruments prepared by this firm as instruments of
service shall remain the property of this firm. This firm shall retain all common
law, statutory and other reserved rights, including the copyright thereto. The original
drawing shall remain the property of DSW Surveying and Mapping, PLLC.
- Building lines, fence lines, etc. are not to be used as a way to re-locate boundary line location.
- Fencing may deflect on and off property as fencing travels property
lines. Fencing is located and lies at the property corners only.

**** PLEASE VISIT OUR WEBSITE: WWW.DSWSURVEYS.COM ****



PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATION OF AUTHORIZATION #LB7945
32138 OKALOOSA TRAIL
SORRENTO, FLORIDA 32776
Phone: (352) 735-3796
JOB NO. 20.0473 Sheet 1 of 1

REVISIONS AND ADDITIONS

11/13/20 FOUNDATION SURVEY
5/07/21 WRITE LEGAL FOR PROPOSED EASEMENT

LEGEND:

Light Pole	Fire Hydrant
Utility Pole	DENOTES CONCRETE
Radius	Wood Fence
Arc Length	Measured
Utility Easement	Concrete Block Wall
Point of Curvature	Point of Intersection
Point of Tangency	Corner Not Found
Plot Book	Overhead Utility Lines
Page(s)	Point of Beginning
Point of Reverse Curvature	Point of Commencement
Chain Link Fence	Per Description
Air Conditioner	Building Setback Line
Non Radial	Denotes Utility Pole
Point of Compound Curvature	Well
Per Plot	Water Meter
Centerline	Covered
Column	Corner Not Accessible
Typical	D.U.E. = Drainage & Utility Easement
Radius Point	
Radial	
Non Radial	
Base Flood Elevation	
Right-Of-Way	
Point of Compound Curvature	
Per Plot	
Centerline	
Column	
Typical	
Radius Point	
Radial	
Non Radial	
Base Flood Elevation	
Right-Of-Way	
Point of Compound Curvature	
Per Plot	
Centerline	
Column	
Typical	
Radius Point	
Radial	
Non Radial	
Base Flood Elevation	
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Per Plot	
Centerline	
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Typical	
Radius Point	
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Non Radial	
Base Flood Elevation	
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Base Flood Elevation	
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Base Flood Elevation	
Right-Of-Way	
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Base Flood Elevation	
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Base Flood Elevation	
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Radius Point	
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Base Flood Elevation	
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Base Flood Elevation	
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Non Radial	
Base Flood Elevation	
Right-Of-Way	
Point of Compound Curvature	
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Radius Point	
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Non Radial	
Base Flood Elevation	
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Non Radial	
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Radius Point	
Radial	
Non Radial	
Base Flood Elevation	
Right-Of-Way	
Point of Compound Curvature	
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This service request form must be submitted to the City of Leesburg Customer Service, prior to work being scheduled. The phone number for Customer Service is 352-728-9800. Once all applicable fees are paid, Customer Service will submit the proper work orders to the Electric Department. The customer will not change service location or size without first contacting the appropriate Electric Service Planner. Changes could cause additional work, fees and delays.

Building Permits must be obtained from one of the following Building Departments; City of Leesburg, City of Fruitland Park, Lake County, or Sumter County. Inspections must be completed as required by the responsible agencies. **Customers outside the city limits of Leesburg will need to provide Customer Service with copies of the permit for new services.** This will be needed to create the account in our system.

Call 352-728-9830 (OPERATIONS CENTER) for scheduling all service work, including temporary services, perm service installation, temporary service removals and perm meter installations.

Temporary Service meters will only be scheduled after the following requirements are met: 1. Electric Service Planner has spotted the service location. 2. The Electric Service Planner designs and creates the work order for the job. 3. Service Order has been received by the Electric Department from Customer Service. 4. The customer has informed the Electric Department that an inspection approval has been received from the inspectors.

Permanent Services will only be scheduled after the following requirements are met: 1. Electric Service Planner has spotted the service location. 2. The Electric Service Planner designs and creates the work order for the job. 3. Service Order has been received by the Electric Department from Customer Service. 4. The customer has informed the Electric Department that an inspection approval has been received from the inspectors.

Change of Service or Upgrade of Service will only be scheduled after the following requirements are met: 1. Electric Service Planner has spotted the service location. 2. The Electric Service Planner designs and creates the work order for the job. 3. Service Order has been received by the Electric Department from Customer Service. 4. The customer has informed the Electric Department that an inspection approval has been received from the inspectors.

The City of Leesburg Electric Department will install all RESIDENTIAL services (overhead and underground) WITHOUT EXCEPTION. Non-residential services will be installed by the customer/contractor to the City's point of service.

A minimum of 96 hours (4 days) notice is required to schedule installation of temporary and permanent services.

UNDERGROUND SERVICES

Prior to underground services being installed, the following requirements must be met;

1. Meter can with main disconnect must be installed.
2. Lot must be at final grade.
3. The service must be installed BEFORE SOD AND IRRIGATION installation. There will be a charge to remove the sod. Replacement will be the responsibility of the owner or contractor.

All underground utilities owned by the customer must be located by the customer prior to installation of underground. This includes but is not limited to sprinkler systems, water lines, septic systems, drain fields, etc. The city of Leesburg will not be responsible for damage to any unmarked utilities.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.15.

Meeting Date: November 8, 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 Randy Jones, Jr. and Emily Jones 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 Randy Jones, Jr. and Emily Jones to the City of Leesburg, Florida.

Analysis:

Randy Jones, Jr. and Emily Jones are 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: 11/3/2021 3:25:58 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM RANDY JONES, JR. AND EMILY JONES 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 Randy Jones, Jr. and Emily Jones, for the purpose of granting the City a utility easement over real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

RETURN

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 19 day of July, 2021, by **RANDY JONES, JR., JOINED BY HIS SPOUSE, EMILY JONES**, whose address is 2007 Otter's Pond Road, Fruitland Park, Florida 34731, 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)

Melissa Lee
Melissa Lee
(Type or print name of Witness)

Lindsey Seaton
Lindsey Seaton
(Type or print name of witness)

GRANTOR:

Randy Jones, Jr.
RANDY JONES, JR.

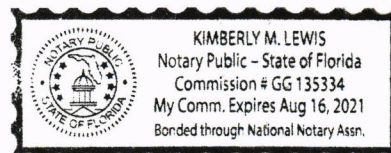
Emily Jones
EMILY JONES

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Randy Jones, Jr. and Emily Jones, either by means of ☒ physical presence, or ☐ online notarization, who acknowledged before me that they executed this instrument on the 21st day of May, 2021, and who were either ☒ personally known to me, or who ☐ produced _____ as identification.

Kimberly M. Lewis
NOTARY PUBLIC
Kimberly M. Lewis
Type or print name of Notary

GG 135334
Commission Number
Aug. 16, 2021
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 5584, Page 117, 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.

CITIZENS FIRST BANK

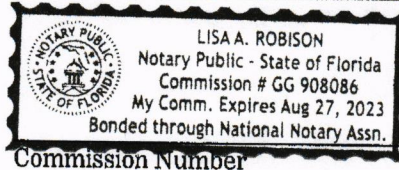
BY: Janice Hallmark
Janice Hallmark SVP
Type or print name and position or title

STATE OF FLORIDA
COUNTY OF SUMTER

BEFORE ME, the undersigned Notary Public, personally appeared Janice Hallmark, the Senior Vice President - Mortgage Lending of CITIZENS FIRST BANK, either by means of ☒ physical presence, or ☐ online notarization, who acknowledged before me that (s)he executed this instrument on the 14th day of July, 2021, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

NOTARY PUBLIC

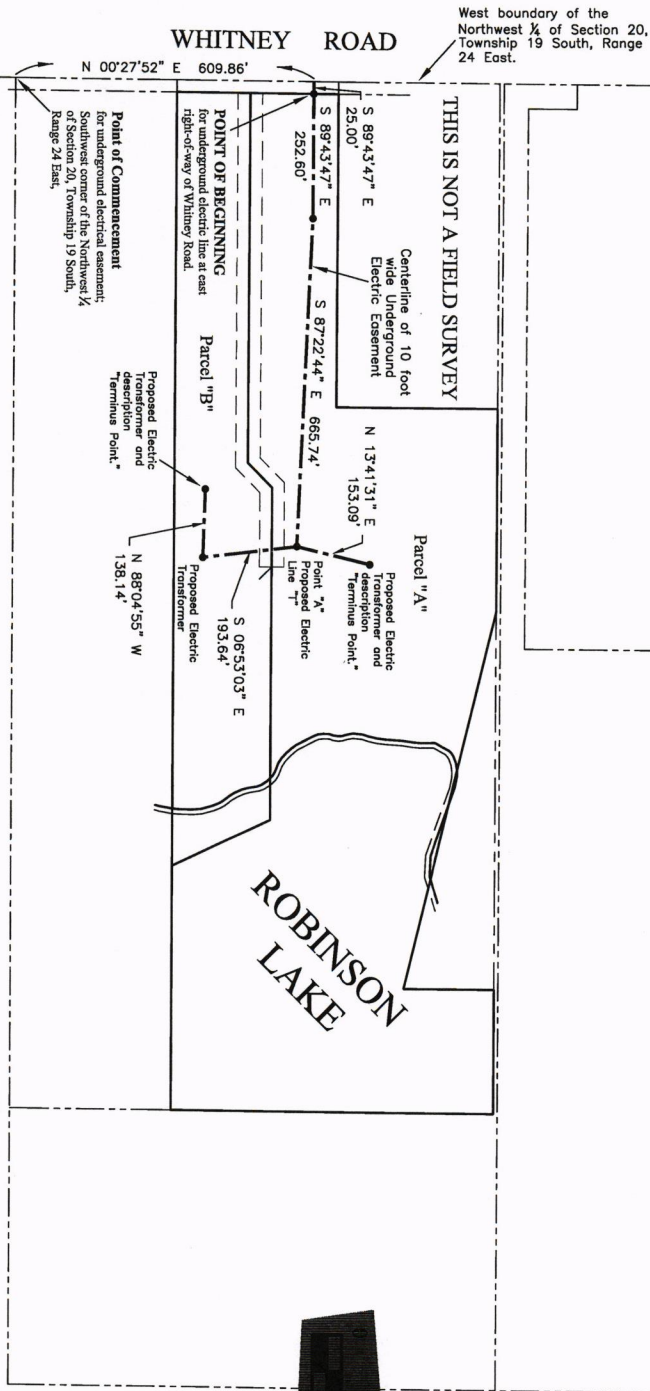
Lisa A. Robison
Type or print name of Notary



Commission Number

Commission expiration date

EXHIBIT "A"



Surveyor's certification:

I hereby certify this Sketch and Easement Description meets the STANDARDS OF PRACTICE for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Date of Description: May 20, 2021

Billy Earl Owens, PSM
Florida Certificate No. 3522
VOID UNLESS SIGNED AND EMBOSSED WITH
SURVEYOR'S SEAL
doc\ 8230; Description

Prepared by:
Billy Earl Owens, PSM
39 CR 494
Lake Panasoffee, FL 33538
PH: 352-793-2854
e-mail: beopsm3522@gmail.com

ELECTRICAL EASEMENT DESCRIPTION:

A 10.00 foot wide electrical easement described as follows: from the southwest corner of the Northwest 1/4 of Section 20, Township 19 South, Range 24 East, Lake County Florida, run N 00°27'52" E, along the west boundary of the Northwest 1/4 of Section 20, Township 19 South, Range 24 East, a distance of 609.86 feet; thence S 89°43'47" E, a distance of 25.00 feet to the east right-of-way of Whitney Road, and Point of Beginning of a 10.00 foot wide electrical easement lying 5.00 feet on each of the following described centerline: from said Point of Beginning, continue S 89°43'47" E, a distance of 252.60 feet; thence S 87°22'44" E, a distance of 665.74 feet, and hereby designated as Point "A"; thence N 13°41'31" E, a distance of 153.09 feet, and Point of Terminus; return to Point "A" and run S 06°53'03" E, a distance of 193.64 feet; thence N 88°04'55" W, a distance of 138.14 feet, to a Point of Terminus, and of this centerline description.

EASEMENT DESCRIPTION

PAGE
1 of 1

DRAWN	beo	DATE	5/20/21	APPROVED	beo/beo	SCALE	1" = 300'	PROJECT NO.	8320 Easement
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.16.

Meeting Date: November 8, 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 Darin W. Farber and Kristi L. Farber 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 Darin W. Farber and Kristi L. Farber to the City of Leesburg, Florida.

Analysis:

Darin W. Farber and Kristi L. Farber are 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: 11/3/2021 3:26:41 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM DARIN W. FARBER AND KRISTI L. FARBER 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 Darin W. Farber and Kristi L. Farber, for the purpose of granting the City a utility easement over real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 8th day of November 2021.

Mayor

ATTEST:

City Clerk

INSTRUMENT #2021107666
OR BK 5766 PG 776 - 779 (4 PGS)
DATE: 8/5/2021 10:42:54 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 19th day of July, 2021, by **DARIN W. FARBER AND KRISTI L. FARBER, HUSBAND AND WIFE**, whose address is 328 Tomato Hill Road, 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:

A 10.00' EASEMENT FOR UTILITIES PURPOSES MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 18, RECORD PLAT OF CRESTVIEW ESTATES; THENCE RUN N.00D48'32" W. ALONG THE EAST RIGHT OF WAY LINE OF TOMATO HILL ROAD A DISTANCE OF 975.19' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N.00D48'32"W. ALONG SAID RIGHT OF WAY A DISTANCE OF 10.00' TO THE NORTHWEST CORNER OF LOT 14 RECORD PLAT OF CRESTVIEW ESTATES; THENCE RUN S.89D03'12"E. ALONG THE NORTH BOUNDARY OF SAID LOT 14, A DISTANCE OF 370.00' TO A POINT; THENCE DEPARTING SAID NORTH BOUNDARY LINE S.00D48'32"W. PARALLEL TO AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 10.00'; THENCE RUN N.89D03'12"W. A DISTANCE OF 370.00' TO THE OF BEGINNING AND TERMINUS OF THIS DISCRIPTION.

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:

Deborah Meyer
Deborah Meyer
(Type or print name of Witness)

[Signature]
DARIN W. FARBER

Pamela Brady
PAMELA BRADY
(Type or print name of witness)

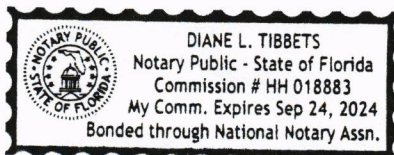
[Signature]
KRISTI L. FARBER

STATE OF FLORIDA
COUNTY OF Wake

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Darin W. Farber and Kristi L. Farber, who acknowledged before me that they executed this instrument on the 21st day of July, 2021, and who were either ☒ personally known to me, or who ☐ produced _____ as identification.

[Signature]
NOTARY PUBLIC
Diane L. Tibbets
Type or print name of Notary

018883
Commission Number
9/24/2024
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 5622, Page 251, 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.

FIFTH THIRD BANK, N.A.

BY: *[Signature]*

Type or print name and position or title

Kyle Pfetzer
Vice President
Fifth Third Bank

STATE OF *Ohio*
COUNTY OF *Hamilton*

BEFORE ME, the undersigned Notary Public, either by means of ☒ physical presence, or ☐ online notarization, personally appeared *Kyle Pfetzer*, the *VP* of Fifth Third Bank, N.A., who acknowledged before me that (s)he executed this instrument on the *19th* day of *July*, 2021, and who was either ☐ personally known to me, or who ☐ produced as identification.

LaJoyce S. Davis
NOTARY PUBLIC

Type or print name of Notary

Commission Number

3/18/2023
Commission expiration date

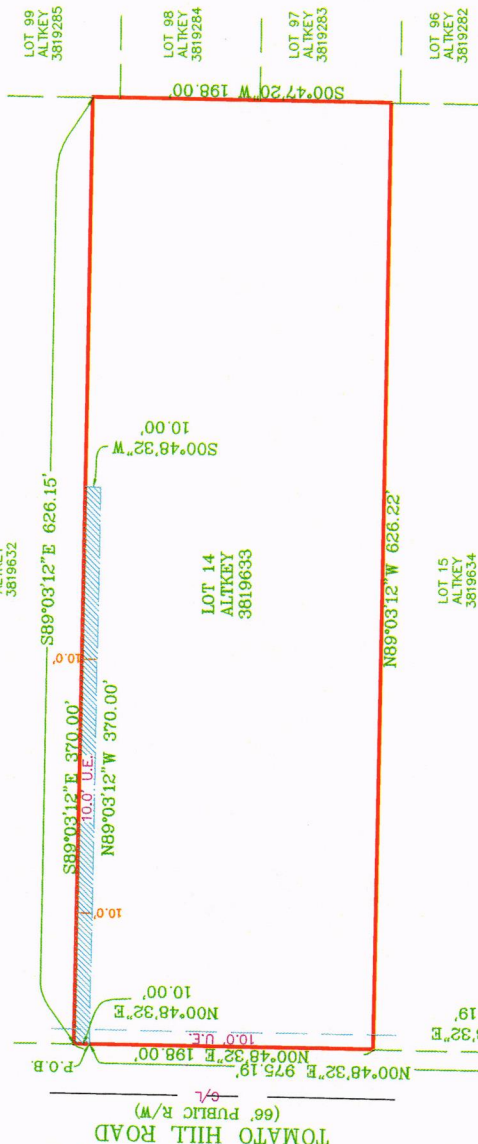


LA JOYCE S. DAVIS
Notary Public, State of Ohio
My Commission Expires
March 18, 2023
Recorded in Hamilton County

LEGAL DESCRIPTION (FROM O.R.B., PAGE 1):

LOT 14, CRESTVIEW ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 50, AT PAGE 20, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA TOGETHER WITH A 10.00' EASEMENT FOR UTILITIES PURPOSES MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 18, RECORD PLAT OF CRESTVIEW ESTATES; THENCE RUN N.00°48'32"W. ALONG THE EAST RIGHT OF WAY LINE OF TOMATO HILL ROAD A DISTANCE OF 975.19' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N.00°48'32"W. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 10.00' TO THE NORTHWEST CORNER OF LOT 14 RECORD PLAT OF CRESTVIEW ESTATES; THENCE RUN S.89°03'12"E. ALONG THE NORTH BOUNDARY OF SAID LOT 14, A DISTANCE OF 370.00' TO A POINT; THENCE DEPARTING SAID NORTH BOUNDARY LINE S.00°48'32"W. PARALLEL TO AFOREMENTIONED EAST RIGHT OF WAY LINE A DISTANCE OF 10.00'; THENCE RUN N.89°03'12"W. A DISTANCE OF 370.00' TO THE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIPTION.



NOTE:
THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION HEREON AS REQUIRED BY CHAPTER 54-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT IN ANY WAY A SURVEY OF LAND DESCRIPTION.

NOTES:
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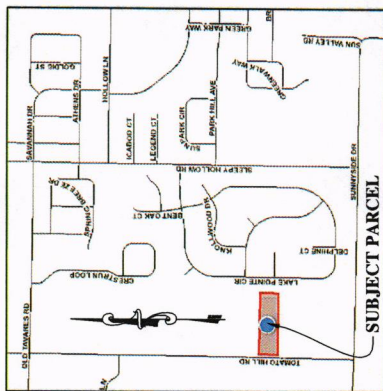
SKETCH OF DESCRIPTION

PROPERTY ADDRESS: (NOT A BOUNDARY SURVEY)
328 TOMATO HILL RD.
LEESBURG, FL 34748

CERTIFIED TO:

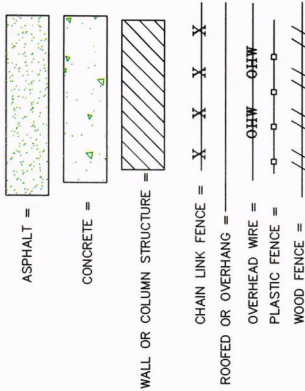
DARIN L. FARBER AND KRISTIL L. FARBER

VICINITY MAP
(NOT TO SCALE)



LEGEND AND ABBREVIATIONS

A/C = AIR CONDITIONER
ASPH = ASPHALT
B/P = BRICK PAVEMENT
C.B. = CATCH BASIN
C/L = CENTER LINE
C.N.A. = CORNER NOT ACCESSIBLE
C.O. = CLEAN OUT
CONC. = CONCRETE
COL = COLUMN
D = DELTA ANGLE
E.F. = END FENCE
E.M. = ELECTRIC METER
F.C. = FENCE CORNER
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
L = ARC LENGTH
L.P. = LIGHT POLE
O/L = ON-LINE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.E. = POOL EQUIPMENT
P.G. = PAGE
P.L. = PLANTER
R = RADIUS
R/W = RIGHT-OF-WAY
S.I.R. = SET 5/8" IRON ROD LB7689
S.N.D. = SET NAIL AND DISC LB7689
T.E. = TELECOMMUNICATIONS UTILITY
T.Y. = TYPICAL EASEMENT
W.M. = WATER METER
W.U.P. = WATER UTILITY POLE
W.V.R. = WATER VALVE RISER



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