

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, DECEMBER 13, 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. Employee Service Award Recognitions:

Five Years: Timothy Thomas, Electric

Ten Years: Dusty Matthews, Library; Brandon Smith, Gas

Fifteen Years: Stephen Brooker, Gas; Gregory Homrich, Police; Charles Ketchum, Police; Christopher Kuharske, Fire; Dianne Pacewicz, Planning & Zoning; Robert Watson, Fire

Twenty Years: Brandon Brinkman, Police

Twenty-Five Years: James Dunagan, Police; Thomas Horton, Fire; Derrell Meeks, Fire

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 November 22, 2021

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of public education safety trailer; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Airport Rescue Grant Agreement, No. 3-12-0042-029-2022, between the City of Leesburg and the Federal Aviation Administration; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing Approval of the American Recovery Act Fund Grant Award for Facci Bella; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to enter into a Facility Use Agreement with the Boys & Girls Clubs of Central Florida, Inc.; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida approving the Downtown Redevelopment Grant Program; and providing an effective date.
6. Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Leesburg CDC American Recovery Act Grant Project List; authorizing the City Manager to disburse funds pursuant to project commencement; and providing an effective date.
7. Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Capital Projects, Electric, Wastewater, Airport, and Health Insurance Funds for the Fourth Quarter; and providing an effective date.

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the renewal of a Highway Maintenance Agreement with FDOT for maintenance of US 441 and US 27 right of way in Leesburg; and providing an effective date.**
 9. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by VGP Leesburg 1, LLC, for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.**
 10. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by Jesse A. Folker and Christine Folker, for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.**
 11. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in favor of the City of Leesburg, granted by Jugle E. Smith III and Dianne H. Smith, for the purpose of permitting the city to install and maintain utility services within the easement; and providing an effective date.**
 12. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in favor of the City of Leesburg, granted by Florida Spa & Pool, Inc., for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.**
 13. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by C. Ryan Bernard and Leah S. Bernard, for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.**
 14. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by T5 Leesburg, LLC, for the purpose of permitting the City to install and maintain utility services within the easement; 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. An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 03-57, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 15, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**

B. FIRST READING OF ORDINANCES:

- 1. None**

C. NON-ROUTINE ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Police Pension Plan Trustee Board for a Two-Year term to expire December 31, 2023; and providing an effective date.**
- 2. Discussion Item:
Review Leesburg Arts Center/Partnership Building Usage**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES

DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

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

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, NOVEMBER 22, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, November 22, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:35 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. Leesburg High School Bowling Team - State Champions!

Mayor Christian presented a proclamation to the Leesburg High School Bowling Team in recognition of winning the State Championship. He thanked the boys' bowling team for representing the city as a whole in a positive manner while attending the State Championship.

Bowling Team members are Truman B, John C (C), Edward P, Evan P, ChristianP, Liam P, Tristian W, and Conner Z. Coaches are Jason Horton, Caleb Urban, and Mike Urban.

Commissioner Connell made a motion to donate three thousand dollars towards their trip to Kentucky for the Nationals competition and Commissioner Burry seconded the motion.

Mayor Christian asked Coach Horton to come forward and provide some details on the Nationals so

everyone knows what the City could be donating money towards. **Coach Horton** thanked the commission for even considering this. It was an honor just winning the State Championship and qualifying for Nationals. The Nationals will be held in Louisville, Kentucky and they need to raise six thousand dollars so every member can go. That covers their stay, food to eat and their bowling. It is the weekend of June 18-22, 2022. They are really excited about this and believe they have a really good shot. **Mayor Christian** pointed out that they had a motion and a second, to donate three thousand dollars towards the trip. He asked for any discussion or comments. There was nothing further.

The roll call vote was:

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

Five yeas, no nays, the Commission approved donating three thousand dollars towards the Leesburg High School Bowling teams trip to Kentucky for Nationals.

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

Joannie Smalley, Executive Director for the Leesburg Partnership, thanked the community, the commissioners and the board of directors for a very successful Leesburg Bikefest. They are not done with their numbers, but they do appreciate everyone's support. It was a great event and the weather was perfect. They had a good event and everyone seemed happy. She wanted to thank everyone for their support and hard work. It was really appreciated.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.B.2 = Improvements at Pat Thomas Stadium

Commissioner Robuck moved to adopt the Consent Agenda except for 5.B.2, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 8, 2021

B. PURCHASING ITEMS:

- 1. Purchase request by the Information Technology Department for desktop and laptop computers as part of the City's annual program for computer hardware replacement.**
- 2. Purchase request by Public Works for improvements at Pat Thomas Stadium using an existing Job Order Contract with Johnson-Laux Contracting, Inc. for an amount not to exceed \$400,000.00.**

CC Purvis read the purchase request by title only.

Commissioner Pederson made a motion to approve the purchase request and Commissioner Connell seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell stated that Mr. Johnson is in attendance and he would like to provide him with a few minutes to talk about the improvements along with what he might see needed in the future for Pat Thomas. **Chuck Johnson** thanked the commission for the opportunity to work on this project. On behalf of Tyler Brandeburg, Ken Higgins and John Myer, they are all grateful for this opportunity. The stadium means a great deal to the city and they care about it more than most people. The city graciously allocated four hundred thousand dollars for improvements and they have worked diligently in prioritizing those modifications and improvements to the stadium to get the biggest bang for the buck, not only for the city but for the stadium. He felt they outlined everything pretty well. As with everything, they were a little over budget so they met last week and cut a few things out. Two items were cut that they thought should have been left in there, but they had to get under four hundred thousand dollars. He said if they wanted to know what those two things were they would have to ask him, but it would still be a significant improvement to the stadium. The long term goal for the stadium is that it is used for more than just baseball. It would be a great venue for many other events and, with these improvements, that could make it a lot easier. There is no reason why the city cannot connect this with Venetian Gardens and Venetian

Cove. We can make the stadium an intricate part of it with everything going on down here. They would be grateful. When speaking with Commissioner Connell, he was grateful for his input and willingness to steer this project. He was asked the other day by Travis Rima if he was happy and he replied no; he will never be happy, but is a lot happier, but he will never be satisfied. The next thing he would the city to consider is the vacant building to the left of the stadium as you come in. Where the church and the medical center are for the city. He would like the city to consider allowing them to integrate that into the stadium on a temporary basis. Where they could create a museum of the history of Leesburg's baseball to give the people in the city the opportunity to come and look at the history of Leesburg's baseball. They are hoping for about six or seven months, but they will never get them out. They could put great use to that building in conjunction with the stadium and the citizens of our community. We can make it better along with the city. It is their goal to partner with the City of Leesburg to make it better. **Commissioner Connell** asked what two items he was referring to? **Mr. Johnson** answered that they moved the fence back closer to the road. The idea was to concrete that area from the new fence back to the stadium so they could have more useful space all the time for the different venues and events that they anticipate having. If you go to any stadium, they do not have any grass. There is a solid base where they can put up tents and things of that nature. The other thing they wanted was better handicap parking spots. They wanted three or four handicap parking spots paved so folks did not have to park on the grass. They thought it was worthy of that. They did this as a priority, but they had to whittle it down last week and they said it had to go. These were the least priorities they had, so feel free to put those back in if you want too, but they are already at the four hundred thousand dollar mark, which is what they promised to come in at. **Commissioner Connell** asked if he had a rough cost for these two items. **Mr.**

Johnson stated it would be about forty to sixty thousand dollars. **Commissioner Connell** wanted to confirm that it would cost an additional sixty thousand dollars for those two improvements. **Mr.**

Johnson answered that it would make a lasting improvement to the stadium. Paint gets old, but the floor and the concrete that we walk on never gets old. In the budget, there were some requirements being made for the third base side bleachers to make it more accessible for folks who have a hard time walking. That maintenance item should have been done a long time ago and not in the budget for this renovation. It is in an appropriate place for it, but we could have swapped that money out for something else. Now it is just as important to have people be able to facilitate getting into the bleachers because that is what they walk on. **Commissioner Connell** agreed it has been years since this city has dumped any significant amount of money into Pat Thomas and it is time that we did this. **Mr. Johnson** pointed out that we have owned this stadium since 1937, it is now 2021, and it is only appropriate. This will probably be the last time it will happen in his lifetime and he is grateful for the opportunity. He also appreciates the opportunity to serve the city and he thinks that Pat Thomas is worthy of being part of the city.

Commissioner Connell remarked that he would like to see the city put in the additional sixty thousand dollars to make these two additional improvements and do this absolutely the right way. **Mr.**

Johnson said he would like them to not give up on his museum either. **CM Minner** stated, not to be argumentative, but just for the record, that the estimated amount was eighty thousand dollars for those improvements. **Mayor Christian** remarked that we have a motion on the floor for four hundred thousand dollars if someone wants to entertain a motion to do something different. He then asked if there was any more discussion on this item. He said when Mr. Brandenburg and Mr. Myer came to the city for the presentation, they went to staff to work those issues out for Pat Thomas because that was something we wanted done and the commission was gracious to look at it without having a lot of deliberation. We sent it to the staff and they worked on it. It came back and we said put eighty thousand dollars more into it. His understanding of the building is that the church is not using it, but he is unsure about the Health Clinic. He knows what six months will turn into. They would be there for twenty years. Then we would be here having a debate on how to get the baseball museum out of the Cultural Arts building, but that is a discussion for another time. Right now, we need to discuss the four hundred thousand dollars that is on the table unless somebody wants to amend the motion.

Commissioner Robuck stated that originally the number started out much lower. He believes it was

about two hundred thousand dollars, then we went up to four hundred thousand dollars. He asked how many private funds have been raised from Pat Thomas over the years? **Mr. Johnson** answered to the best of his knowledge, there have been no private funds raised for this particular project nor has anybody requested that from the city. **Commissioner Robuck** said this is something they should consider because he sees other areas doing it and he could not imagine that being the bulk of the funds. With the museum, we have a master plan covering that whole area and that master plan states there is to be a parking lot because we need more parking for Venetian Gardens. We already have one museum that we need to talk about in Leesburg that is not being used, but he appreciates Mr. Johnson always asking for stuff.

Commissioner Connell said it has been a long time since any money has been put into Pat Thomas and this is a center piece of the city and the county. It definitely plays right into the master development of Venetian Gardens. He agrees and appreciates the commission going with the four hundred thousand dollars. However, when we talk about another sixty to eighty thousand dollars to finish up the improvements, he would like to see us add that additional money to get this project done the same way as everything else that has been done at Venetian Gardens. It should not be that big a deal to add the additional money to finish Pat Thomas, especially in light of how many years it has been since the City has put any improvements into that stadium. Plus, we are looking at making this stadium more of a multi-purpose venue. We should have the proper handicap parking along with everything else we have talked about. **Commissioner Burry** wanted to know if we were to approve the additional eighty thousand now for these projects or if we came back in six months or a year from now, would there be a huge cost difference? Would it be cheaper to do them now while the renovations are going on? **CM**

Minner replied that he did not think that number would be crazy one way or the other because they are concrete improvements so they could be added later. Those numbers depend on where the construction market goes. It would still be about eighty thousand dollars. If we did it now, it would make the construction sequence, but we would need an amendment to the motion for the eighty grand. We could roll the money over from the dock project, or from interest earnings, or they could tap into the reserve fund if this was a priority issue. He does not believe there would be a financial issue, so if they want to take the extra money, that is how they would wing it. Essentially, the trade off is that they do this project and another project would be delayed. **Commissioner Pederson** wanted to know if these improvements would benefit a concert if it were held there? He understands the parking, but would the concrete being poured for tents improve that? **Mr. Johnson** responded that it would be inside the fence extending out from the fence closer to the road. Currently, there is a grassy dirt area and that would be concrete.

Commissioner Pederson remarked that this is a bit confusing because he never saw a plan for this. **Mr. Johnson** said it would be from the concession stand which is about twenty-five yards northeast of the concession. It would begin at the edge of the stadium by the upramp and it would go all the way around the front of the stadium. **CM Minner** added that the fence right now is behind the crepe myrtle and the new wrought iron fence will be attached to the gateway. That chainlink will go away and the wrought iron fence will come in and it will give them about thirty feet in front of the stadium entryway. They want to put concrete in there and keep the crepe myrtle or add some other type of landscaping. That would create some form of promenade, which would be a nice improvement. **Mayor Christian** asked why they had not seen a landscape plan for this? They are voting in the dark. He hears what they are saying about it being on the first base line and that it is concrete, but why have they not seen anything? **CM Minner** answered they are trying to get this done in the current budget year in order to get everything started for the baseball season. They have shown concepts of painting schemes and those types of things. There are pictures in the packet showing what the wrought iron fence will look like along with the gateway. What got cut out and not included in the packet was the concrete areas. He was not sure if a picture would really help with that. He thinks it was explained pretty well, including the landscaping. We are not talking about anything major about landscaping. We are talking about keeping the crepe myrtle and doing some different stuff. Basically, all they would do is put a concrete area inside that larger gateway.

That means about seventy-five to a hundred feet from the building would be concrete. It would be a place where people could gather and congregate. A place where vendors could setup tents for different

events and it will create a nicer promenade around the entryway into the stadium. If we render that and start doing drawings, we are spending more dollars on something that is pretty conceptually easy.

Commissioner Pederson commented that he does understand. He knows he confused Mr. Johnson because he did not see plans, but he was not clear about what he was talking about. **CM Minner** said that the landscape plan is not major. We would keep the existing crepe myrtles with boxes and put perennials in front. **Commissioner Pederson** inquired if this would benefit the stadium for other events?

CM Minner said yes, if there was a concert people could use this area. **Mr. Johnson** said it would become useable space for all intended uses. **Commissioner Pederson** stated that he likes this and he tries to be fiscally responsible. He believes in doing projects right and he said the same thing about the pool. If we are going to do it, let's do it right. **Mayor Christian** commented that he would be voting no because he does not like the last minute asking for another dollar. They already came back once asking for more money and that turned into four hundred thousand dollars, and now you are asking for another eighty thousand dollars. He is good with the four hundred thousand dollars because that is what we agreed too. He is not comfortable coming up again. We can say we explained the concrete on the side, but if we are going to add another eighty thousand dollars, he does not think having an auto-cad drawing of what that would look like should be that much to offer. We should not be setting a precedence where you can just come into a meeting, walk up to the microphone and we just hand you another eighty thousand dollars out of any budget. We should have a better handle on when we do a presentation and this should not be done at this level. You should not be asking for another eighty thousand dollars at this point. This is not the appropriate way to do that. **Mr. Johnson** wanted to make sure that they were not mad at him for asking for more. **Mayor Christian** answered personally for him he did take offense.

This was coming up tonight for a vote on the four hundred thousand dollars. Now you are asking for us to throw that out and add an additional eighty thousand dollars more for three handicap parking spots and some concrete after we already sent this back to you. You were supposed to come up with the plan and to bring it back to the commission. We gave you the numbers and because that figure did not add up to what you wanted, now you are asking for an additional eighty thousand. That was just his personal feelings and he wanted to make sure that was on the record. He will be voting no on this and it is not because he is against Pat Thomas, it is because he disagrees and is against the procedure that took place tonight. **Commissioner Robuck** agrees and said he is with the Mayor on this one. The problem he has is you picked the projects. We did not tell you what to do. You could do whatever you wanted with that four hundred thousand dollars. Now you want another eighty thousand dollars for these two projects. At this point, you want us to spend an additional eighty thousand dollars, so he would like to see where you spent the other money, because maybe there is eighty thousand in what you picked that he does not agree with and those two projects could get flipped. What might seem more normal to do to the commission and with the way we do things might be different for them. However, this time the commission trusted you and your team to make those decisions, to bring those back to us on how to spend that money. With the concerts, if they do take off, we could look at doing those projects down the road in a year or so. **Mr. Johnson** responded that he feels like he did what the commission asked. He came in at the four hundred thousand dollars mark, then the commissioner asked what he had cut out and he told him. He gave you the appropriate opportunity to make that decision as you deemed best at that time. **Mayor Christian** pointed out that, as a body, we gave you four hundred thousand dollars. We are a five-member commission and we voted for four hundred thousand dollars. It was sent back to your committee with Tyler and the other guys to bring us back the products that you thought would work within that four hundred thousand dollar budget and that is where we are tonight. That would be like telling his daughter to go pick out a car and she is supposed to go get a Mazda. However, she comes back with a Mercedes Benz. She tells him that she really likes it because it's blue, but that just does not work for him. He gets it, as Commissioner Robuck said, if the other venues take off great. If they do not, then we just spent eighty thousand dollars on a hope and a prayer that is untested and untried. We could come back a year from now and say let's put that eighty grand in the budget. **Commissioner Connell** wanted to clarify that he was the one who asked Mr. Johnson for the additional improvements needed. He does not believe it is

fair to say Mr. Johnson came up and asked for the eighty thousand dollars because that is not what happened. **Mr. Johnson** stated that he asked for sixty and the city manager corrected him and told him it was eighty. **Commissioner Connell** continued to say that he does not think it is fair to say Mr. Johnson came up and asked for that additional eighty thousand dollars. Plus, we arbitrarily came up with the four hundred thousand dollars. We had no idea what that was going to cover. He thinks the committee and Mr. Johnson put together and did an outstanding job figuring out what Pat Thomas needed. What they are saying now is they need an additional eighty thousand dollars to complete this project the correct way. He understands what the Mayor is saying because they have a list of improvements. We can get a drawing of every single improvement, but it is pretty obvious and clear what additional handicap parking spaces and additional concrete look like. We do not need a drawing to see that. He would like to see this move forward and give them the additional money to get this done all at one time. If not now, then come next budget year he will be asking for the additional money to complete this. Right now, we have contractors onsite doing everything else. It only makes sense to finish it all at one time to get a really nice product. The additional concrete and everything else in the useable space is going to be very valuable to the baseball programs and any other type of multi-use that goes in there. He does not think it is that big of a number to add to finish this project. **Commissioner Burry** asked if we were voting on the four hundred thousand? **CM Minner** replied yes because there was no amended motion. **Commissioner Connell** commented that he would amend the motion to the four hundred and eighty. He does not want to vote without trying to let them get the extra eighty thousand tonight, but he would definitely want them to take the four hundred tonight.

Commissioner Connell made a motion to amend the amount by adding eighty thousand dollars to finish the Pat Thomas project the correct way, since it has been years since the City has put any money into this facility, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Connell	Yes
Commissioner Robuck	No
Mayor Christian	No

Three yeas, two nays, the Commission approved the purchase request as amended.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of a mobile air compressor system for filling breathing air cylinders, and providing an effective date.**

ADOPTED RESOLUTION 10,976

- 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 Hanover 623 Holdings, LLC., for Phase II of the project known as Eagle Trail Landing (McElyea); and providing an effective date.

ADOPTED RESOLUTION 10,977

- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Post Closing Agreement between the City of Leesburg and The Villages Land Company, LLC (VLC); and providing an effective date.**

ADOPTED RESOLUTION 10,978

- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the release of the automatic statutory reservation of Petroleum and Mineral Rights under §270.11(1), Florida Statutes (2018) on property lying in Section 17, Township 20 South, Range 24 East, Lake County, Florida, as described in this Resolution; and providing an effective date.**

ADOPTED RESOLUTION 10,979

- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Commission to appoint a representative and alternate to the Board of Directors of Lake Community Action Agency; and providing an effective date.**

ADOPTED RESOLUTION 10,980

- 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. **An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 03-57, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 15, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**

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

Mayor Christian stated that this was the first reading and that this item would be held over until the December 13, 2021 Commission meeting.

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to adopt a downtown building redevelopment grant program, allocate a total of \$1,000,000 of initial funding; and providing an effective date.**

TABLED RESOLUTION

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Connell stated he is all for this program and he has been for years. Even going back to when Ron Stock was the City Manager, he was for redeveloping the downtown, with the biggest obstacles the downtown buildings have are lifesafety issues; mainly sprinklers, fire alarms and those types of things. His concern is, and he spoke earlier with the City Manager about this, is that we need to

have some guidelines in place. We need to figure out who is making the determination of how much money someone receives. Are there any requirements once someone receives money? He understands they will not get the money until the improvements are done, but once they get the money, how long do they have to own the building? Is there a timeframe? Are we opening this up for investment buyers, where someone can come in to purchase a building, get a quarter of a million dollars put in the improvements and, as soon as the improvements are done, they have their money and we have a for sale sign in the frontyard? Those investors are just trying to double their money off of the city's money and we would still have a vacant building sitting there with a for sale sign. He is all for this program but, would like to see the guidelines in place for how we are determining who gets what. If they have to own the building for any length of time, and once the improvements are done and they have the money, do they have to have tenants in by a certain time or can they just throw up a for sale sign? These guidelines need to be put into place and approved before we appropriate the million dollars towards this program.

Mayor Christian agrees and mentioned that he said something very similar to the City Manager. When someone gets this kind of money there should be a stipulation in place. He does not care if they sell it or if they should have to pay a portion of the money back to the city. If we were to give you a hundred thousand dollars and you have ten years to fulfill this building and if you sell it in nine years, you owe us one year's worth of that hundred thousand dollars. That should be prorated. When we get any type of grant funding from the state or the county, it will include a prorated rate. The market here is great, so if he buys a building for a million dollars and someone were to offer him two hundred and fifty thousand dollars to improve it, then if someone else comes along and offers him two million dollars, he is going to sell it. However, he would have to pay some money back to the city. The banks that we are dealing with are making that building more valuable. Now, if we put in sprinkler systems along with the other things, that building becomes more valuable and attractive to investors. Whatever mechanisms the city staff can come up with to give us some teeth and guidelines, so we do not have people flipping properties downtown; we do not want people just flipping property in the downtown. If they do sell, we want to be able to say these are the guidelines of the program and this is the prorated amount you would have to pay back depending on when you sell the property. We want to fulfill our obligation and revitalize the downtown.

CM Minner provided some perspective on why the program was proposed in this fashion. First and foremost, the leverage was to try and get those buildings redeveloped. You will note in the package that the box on eligible buildings is pretty small. There are about ten eligible buildings on Main Street from Orange to Second Streets. Remember the criteria for selection are multi-use and multi-story, so right there that shortened criteria narrowed it down to about ten buildings in the area. Now, of those ten buildings, two of them would most likely not be fundable. LifeStream is one of them and there are a couple other ones that are multi-use and multifaceted now that he does not see going up for sale or that are in the immediate need to be redone. That really gives the commission a lot of autonomy about what you can choose to fund or not to fund. We currently have eight to ten buildings with about six of those that are pretty much primed and ready to be flipped, purchased and redeveloped. The Palace is one, 410 West Main is another one that we have talked about, and 215 West Main is one that is currently being looked at by private developers to redevelop in a multi-use fashion. The definition of multi-use as described in the packet, as well as the downtown master plan, is some type of commercial use on the bottom level and residential use up top. Commercial use could be anything that is a commercial activity that is allowed in that downtown zoning classification; professional service, lawyer, doctor, sales, or restaurant. Upstairs could be up to three stories, so there could be a commercial, professional, multi-use and, multi-story. Each one of the buildings is different in character and each one is going to have different issues with redevelopment. The swag was that two hundred and fifty thousand dollars was for each of the buildings. They identified them in the packet and they tried to upgrade them, but some of them have water, sprinkler issues and some of them do not. Some may have electricity issues, so there are big disparities of zero up to two hundred and fifty thousand. The worst case scenario for some of the buildings we are looking at is about a hundred grand to retrofit the sprinklers and some are looking at

about a hundred and fifty grand to unbundle the old electricity and to redo the service upgrades, depending on what type of commercial. A two hundred and fifteen amp service is a great example because they may decide to have a commercial restaurant downstairs which requires a six hundred amp service, which means they will have to redo that meterbox, and it would also require us to upgrade our side of the meter as well. Everyone wants to see the downtown redeveloped and we want to see this multi-use concept downtown. We want to see ambiance and creativity in the downtown. We want to see our codes for lifesafety along with electrical safety. It is the codes for that service that are potentially breaking the camels back for that redevelopment. There is an open window and we would work with you on this. This will be looked at case by case as this program runs through the city manager's office for the purpose of getting the city managers' eye on it. It would have to go through several other departments for input as well; fire, electric, planning and zoning, and then the city commission, but it would be controlled through the city manager's office. Each grant subsequently would need a contract and, his intent was that each grant be two hundred and fifty thousand dollars and that they would receive that free and clear.

They would receive it after inspection or CO, whichever the project specified. They would have gone through the improvements and pulled permits through the building department. That money would not be issued until after the CO or the building inspection, so that way the city would be guaranteed that those improvements are made. Now there lies the problem and he is open to whatever the commission wants to do. There are two things that could happen. They could go back based on discussions they have had and amend the program. They could stick a crawl provision in there which was mentioned that they may need to occupy. Where if a developer comes in and we give them two hundred and fifty post facto as reimbursement, they have to own it for ten years. If they sell it before ten years is up, then there is that crawlback. They can put that provision in there. However, he suggested not adding that provision at first because all of these would come back for that grant agreement and they would run through that process.

We could get this program out on the market and get it advertised. He has already been contacted by a couple of different local realtors about potential sales where new investors are coming in to buy these buildings. He does not want to limit old or new, so if a sale is being made contingent on the hope that this project is going to happen, they will have to take that at their risk. They also know that they will have to come back to the city commission for their grant award, so this commission would be reviewing every single grant. Also, when these grant agreements come before them, they could look at them and decide whether they want the payback or a prorated share so we could prevent flipping. He knows this is new, but his thought is with the flip that in this case it would not hurt the city. If they were flipped, they would be newer buildings, they would be multi-use, multi-story and that would be a better asset which would increase our taxbase. We are encouraging redevelopment of those buildings that are blighted and/or have code issues. These will be looked at on a case by case basis and after we finish the first contract the bar will be set for any contracts to come beyond that. The money can be set for those levels; retro, fire suppression and electricity. You could range from zero to two hundred and fifty or perhaps even more. When he first thought about the two hundred and fifty, he thought that was more than a reasonable number to leverage and entice a developer in because it is funded by three different funds; the downtown CRA, the electric and the sewer fund. His suggestion would be to go ahead and approve the program. If you want a couple of extra caveats, we could stick those in the program moving forward and do it formally in the process. When a developer comes in, he will be the contact. The developer would make an application through his office. He would meet with the developer and they would go over their expenses and the line items in the application that states what they would provide along with the spreadsheet of expenses. It would be rather simple, but we still get yelled at for being cumbersome in government. The bottom line is, they have to provide their expenses, so when that gets flushed out, that will be the city manager's job. Those expenses have to be justified as to where they are spending the money and if they are in fact spending the seven hundred and fifty thousand dollars. We would then give them back two hundred and fifty thousand dollars to help offset those life safety issues. He did not want to do it as a grant of match 80/20 because those numbers would be all over the place. He would tell them, as an administrator, he would be looking for significant input from the businesses and the developer, on

what they are doing. It is a little open and flimsy in an avenue that gives us the ability to model this program for what will come before us. However, the immediacy is, we have some folks knocking at the door and there have been talks. Significant talks over the last six months with folks wanting to start doing multi-use and multi-stories and this program could help leverage that. He would approve it as is and then come back. It would be submitted for review by the commission and they would say yea or nay on how much. Then they would come back and put a grant agreement together and the developer would go off to make the improvements and, once they are done, would receive their payoff.

Commissioner Robuck stated that he is okay with that and he does agree with this scenario because we actually do want them to sell the buildings because that is the only way we will actually get any revenue, which is different. Also, we have some people who have owned these buildings for decades and maybe a new owner would be a good thing. It could get some investing that we currently do not have and we want them to sell. However, the one thing we do want is change. He is okay with everything except for the part about ranking criteria and points for money if they are going to put any into the building. Not necessarily on this project, but if you say you are going to give me two hundred and fifty to do a sprinkler and electric upgrade. I am going to spend seven hundred and fifty on just those improvements. He would like it a lot better than just give me two hundred and fifty to do the improvements. He would like to be upfront about us seeing them invest in the building because we would look more highly on those types of projects.

Mayor Christian mentioned what happens with the point system if someone comes in and they do not want to do the entire building, they just finish the bottom floor for their business and the other floors do not get finished and they put in life safety or electrical upgrades. Can they turn around and sell it to another company? Do they really care about Leesburg because all they are seeing is an opportunity to receive two hundred and fifty thousand and they only completed one floor? We need to put points in for who is going to go from start to finish with these buildings, even if that is more than the two fifty, because if they complete the entire building, that may be more than two million dollars. **CM Minner** replied that he does not know if they could make a phasing plan because the immediate requirement is that they are making multi-use and multi-story improvements. They are not just fixing the bottom and commercial now and residential later. They would be fixing the bottom and top now, so they would be making that clearer with the multi-use and multi-story.

Commissioner Connell added that leads into what he has been saying all along, because he would like to see these guidelines in place and approved before we start handing out money. They need to be approved and not just looked at on a case by case basis. He thinks one set of guidelines should fit every building that we award money to downtown. That is why he would like to have these guidelines in place and approve this prior to issuing any money to anyone. Everyone should play by the same rules downtown.

Commissioner Pederson commented that he is very pro downtown and, obviously, this is a great program. He is glad he kept quiet and his only comment is to be sure this money is being distributed fair and equitably, but after hearing the discussion now on a point system, he believes that would be a better way to go. The whole idea here is to encourage more investment in the downtown. He does have some concerns about it being distributed fairly and equitably. The writeup did say ten buildings, but the city manager wittled that down to six. He was tempted to say six buildings at two hundred thousand at a million two, but he withdrew that concept based on the point system because he kind of likes that better. It could trigger more investment in the downtown and the downtown really needs this. He has been saying this for fifteen years, just looking at all the second floor buildings sitting empty. It is time to make something happen in the downtown for all the right reasons.

Commissioner Burry remarked that he sees both sides of the coin. Quite personally for him, he thinks we need to make a decision that is going to improve the downtown and offering these grants is the avenue. He is not here to decide who gets to make money and who does not. If someone is going to flip after the initial investment with the grant, that will still increase the property value for the City of Leesburg and the city will realize more revenue, so as the city manager said, selling the building to a new investor is not necessarily a bad thing. Plus, a lot of the buildings have had the same owner for a long

time and nothing is happening. He does agree that having a point system, a little better spelled out, would be a good thing. He asked how long it would take to develop a little clearer point system. **CM Minner** replied that these are easy fixes. **Commissioner Burry** asked if this item could be tabled to the next meeting. **CM Minner** responded that is what he would suggest. **Commissioner Pederson** asked if we knew who was interested in this program and if we had any idea if this money was already spoken for? Also, is there enough money? **CM Minner** replied no, it does not cover the entire downtown. The two-fifty only covers eight to ten buildings. Two or three of those eight to ten buildings we would not see grants applied for because they are functional buildings, like LifeStream. It might not be a two hundred and fifty thousand dollar reward, so a million dollars in the fund takes a big swing out of starting this program. He does not see it going over two million and maybe down the road we may need to put another seven fifty or five hundred in there, but a million gets this started and we will see who swings. Right now, the two potential developers have been in his office over the past couple weeks on two different buildings.

Mayor Christian responded that was his point. If you sell it, the funds will come back to this program because the market is really hot. We have people that have owned it for ten years and if they sell it tomorrow and then another guy buys it a year from now when the market crashes, that guy will be left holding the bag. So, with this million dollars, if he puts the improvements in and we give him the two-fifty and he sells it to someone else before the ten years is up, then a portion of that money comes back to the city. If you are an investor and you just come to the City to make a dollar and you sell it to make money, you should give a portion of that money back to the City of Leesburgs taxpayers. That money could go towards the next street to find another building. If the market crashes, nobody is going to sell or buy a multi-story downtown building in a bad market. That was his whole philosophy towards getting the funding back. Unless a nonprofit buys one of these buildings or uses it for their dormitories for their kids, then that is off the tax rolls. It may not be the taxes and he does not know how the city manager would preclude that. It may be a nonprofit that buys three of these buildings and then now the tax base that we were banking on has now disappeared. We already have a big nonprofit in our downtown. **CM Minner** pointed out that the program states it is for private use.

Commissioner Burry made a motion to table this resolution until the next meeting to allow time for the city manager to work out the system and Commissioner Robuck seconded the motion.

The roll call vote was:

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

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

2. **Resolution of the City Commission of the City of Leesburg, Florida, appointing One Member to the Greater Leesburg Community Redevelopment Agency (GLCRA) to fill a vacant remaining four-year term set to expire December 31, 2023; and providing an effective date.**

ADOPTED RESOLUTION 10,981

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

Mayor Christian stated that we have three applicants. He would give each applicant two minutes to provide an overview of themselves, what they could do and why they would like to serve on the Greater Leesburg CRA.

Darin Akkerman stated he and his wife moved to the City of Leesburg about three years ago. He had previously stood before them and did the same thing when this position came open before and he felt that he must have sold himself short last time. He is a superintendent and he has worked all over the United States. His last three projects have been in excess of eight hundred million dollars. He worked at the Atlanta Brave Stadium in Atlanta, the MD Anderson Cancer Center, and he is currently working on the Baptist Tower in Jacksonville. Each of these projects has been a city's worth of infrastructure. He read through the budget in the meeting minutes and there was a large allocation of budget towards infrastructure for the downtown. As he heard, a lot of that has to do with value engineering (VE), which includes project planning. Project planning has a lot to do with logistics. It is the return on investment (ROI) for the city. It is the dollars and cents in the contracts. It is getting those items engineered correctly and getting their constructability done in a manner that is logistically able to save the city money. It is getting the engineering done by working with architects. He has worked hand in hand with cities, counties, and the medical. He has worked for a CM group, which is a Project Managers and Superintendents only group. They do not sell performing work, they are the middle man. The owner, as you would say, is the city for the subcontractors and the subcontractors do everything through them. Then they present that to the owner. He believes he would be a huge asset to this organization. To have someone with that state of mind, to be able to look at these different projects, to look over things, to look at it from a new light, and have a fresh set of eyes. His family is vested in Leesburg. They purchased a house in Palmora Park and they plan to stay there for a while. He loves the improvements that Leesburg has already made. It looks great and a lot of people are coming to the Leesburg area. The improvements that are happening are making that happen and he would like to be a part of that.

Alan Reisman stated that he was born and raised right here in Leesburg. He feels like this would be a good next step for him to learn more about Leesburg and the CRA. He currently serves on the City of Leesburg's Airport Advisory Board. He would love to see the City of Leesburg grow and prosper.

Mayor Christian asked if Mr. Dalton Shahan was in attendance. **CC Purvis** answered that she was unable to get in touch with him. **Mayor Christian** said that he noticed on his application that he did not check any committees that he would like to serve on. **CC Purvis** responded that she emailed him and he responded that he would like to be put on whatever came open. However, she was unable to reach him to make sure he was in attendance tonight. **Mayor Christian** asked the commission what their pleasure was, if they had any questions, or if they would like to make a recommendation. He questioned the City Attorney with regards to Mr. Reisman because he currently serves on the Airport Advisory Board and if it was okay to serve on both boards. **CA Morrison** replied yes because the Airport Advisory Board is purely advisory. They are not compensated, so technically, he could.

Commissioner Connell made a motion to recommend Alan Reisman to fill the vacant remaining four-year term and Commissioner Burry seconded the motion.

Commissioner Robuck wanted to verify that the CRA is uncompensated as well. **CA Morrison** said yes, but it does make certain decisions that are binding and that is not purely advisory. **Commissioner Robuck** wanted to know if the Resign to Run applies to the CRA board. **CA Morrison** stated he believes it does. **Commissioner Robuck** asked if that was at the time of qualifying. **CA Morrison** said yes. **Commissioner Robuck** pointed out that it would be in July. He apologized to Mr. Reisman because he would have questioned him about this beforehand. If he plans to run for Commission, he

would have to resign from this board in July. He is still in favor of this. He just does not want to trip anyone up because there was a situation where this happened with a school board race a few years back. **CM Minner** mentioned that Mr. Reisman has already prefilled, and he wanted to know if it is once you file or is it still July? **CA Morrison** replied that there is nothing in the statutes about prefiling, but he is unsure what that is in a legal sense. **CM Minner** replied that he could be on the board until July. **CA Morrison** then said that he would have to formally qualify. People can prefile and not file when the time comes. He has seen that happen before. **Commissioner Pederson** added that they are both qualified candidates. He wished they could put both candidates on the board. He hopes Mr. Reisman wins, and a year from now he hopes they can nominate Mr. Akkerman.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the motion.

Mayor Christian thanked both of them for their willingness to serve Leesburg. **Commissioner Robuck** said Mr. Akkerman is very qualified for this position, but Mr. Reisman has been coming to these meetings for many years.

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of September 2021

Mayor Christian asked if there was anything in this report that they needed to be aware of. **CM Minner** replied no.

8. CITY ATTORNEY ITEMS:

CA Morrison stated that he had nothing to report tonight.

9. CITY MANAGER ITEMS:

CM Minner had no comment tonight.

10. ROLL CALL:

Commissioner Robuck stated he has concerns about the way the LakeFront TV money was allocated. Maybe it was a misunderstanding, but he sent an email to Dr. Anna Marie this morning and he has yet to receive a response. When we talked about funding LakeFront TV, it was his understanding that we were

actually funding LakeFront TV, just like the city itself, for some capital improvements relating to stuff that they needed. It was reiterated to him by a phone call that he had with Dr. Anna Marie last week when she was concerned about that money. It was not supposed to go to Facci Bella, it was supposed to go to some capital fund. Then he saw an email showing it was going to Facci Bella and that was never his intent. He never intended to personally give her the money that was for LakeFront TV. If it was (which he is opposed to), then we would need to have another conversation about where that money would come from. He does not believe the American Recovery Act would allow us to give it to a private business because they did not show any economic impact during Covid and their funding never changed. Therefore, he does see how we could use the American Recovery Act money. We could decide on where to take it from in the general fund, if we wanted to give them the fifty grand. Maybe it was a misunderstanding and he was okay with the money going to LakeFront TV, but that is not what happened. **CM Minner** remarked that this is a tricky topic. There are no personal issues here and his personal opinion, as the city manager, is that when the commission approved the funding it was for LakeFront TV. LakeFront TV is not Facci Bella and there is a clear division. That is not made up, that is not a trick to keep money from flowing, but he thinks there is a clear difference. LakeFront TV is the city's brand of publication. We own that and that is our brand. We have a contract with Facci Bella to run that brand for us. He thinks when they all made the motion to give LakeFront TV the money, the thought was that LakeFront TV was getting fifty grand. During individual conversations with commissioners and with Dr. Anna Marie, since then, it had been expressed by Dr. Anna Marie, that she said her intent was that the fifty thousand dollars should go to Facci Bella because of their impact on Covid and that is a Covid-related expense. His opinion was that the expense was correct. Facci Bella did do additional programming for Covid, educational programming, and it is these types of things that are part of the recovery grant. To be on the safe side, if it is the commission's desire to pay Facci Bella, which most of them have already indicated to him it was, then he would just flip funding and make that transaction happen. If they have issues with the money going to Facci Bella instead of it going into a capital improvement fund for LakeFront TV, they need to let him know because they will have some talking to do since he has already issued the fifty grand. He did not think those conversations were unclear. With those conversations, he did issue the check based on those private conversations because he thought the intent was that everyone outside of Commissioner Robuck felt it was Facci Bella's money.

Commissioner Robuck stated that there is one private business in the City of Leesburg that is getting fifty thousand dollars because we like them. We have a grant system set aside for other local businesses and they have to apply for that money. That would have been the appropriate way for them to do this. He remembers that conversation sitting in this chamber and we never had a conversation about giving fifty thousand dollars to a personal/private business. He thinks there were a whole lot of other businesses that were affected much more by Covid that actually lost revenues. They did not just create some infomercials covering Covid, which is nice, but there is no way it is worth fifty thousand dollars. They are just doing their job, producing public access TV about what is going on and for the last two years it has been about Covid and that is what we are paying them to do. They are doing a great job and he has been supportive of that. We did not put them out to bid, we renewed their contract and he supported that. Again, just like Pat Thomas, he was not knocking LakeFront TV. He thinks they do a fantastic job, but we never talked about giving a private business fifty thousand dollars. If people want to do that, then it is important that we have that put on the record. That is what we are doing. We like this business, so here is fifty grand. **Mayor Christian** asked, with this being a roll call, do we want to bring this back up at the next meeting to provide more details? **Commissioner Burry** stated we already did this, so it is not about what we are going to do with the fifty thousand dollars. **CM Minner** responded that the fifty thousand dollars had already been paid. **Commissioner Robuck** pointed out for clarification that we never voted to do that. Private conversations with the City Manager do not constitute authority for the city to do stuff; that has to be voted on in the public. Given our long relationship and the fact that two hours before he sent that email, Dr. Anna Marie told him on the phone that her intent was that money was never to go to Facci Bella. She wanted a capital fund for this so they could spend it on upgrading the equipment.

Now it is her understanding that they will keep that money because it was an advancement on the money that they paid her. The city pays them well more than fifty thousand dollars a year, so they are going to keep that now because the city just paid them ahead of time. We are all adults, we have had long relationships and we all work well together. Dr. Anna Marie does do a great job, but that was the conversation. He hopes it was a misunderstanding, but literally, that is what she told him.

Commissioner Pederson stated when he voted to approve it, it was based on the understanding that she was incurring additional expenses and one of the examples given was that they do not have to break down the equipment at the City Hall and everytime there is an event. Right now, they have to break their equipment down and set it back up again. He does not have that number qualified, but that, combined with the educational issues, he supported the fifty thousand dollars. When the City Manager brought up his concerns to him about how to fund it, he quickly just said he was okay with it. The Commission already approved it, so now if it does not qualify under the American Recovery Act, could we take fifty thousand dollars out of the general fund to reimburse? For him, once we have committed, he does not want to pull the money from them. He respects Commissioner Robuck's comments and he does not think she would be that uptight about moving it to the capital side, because either way it does benefit. He would just hate to change the rules on her after the fact. **Commissioner Connell** had no comment on this issue. **Commissioner Robuck** stated that he will be objecting to this and suspending the spending of the American Recovery money on this because he does not believe this qualifies. There is no way that equipment costs fifty thousand dollars and it has an economic impact when we have actual businesses in the city with lost revenue. He finds it insulting that we would say that moving equipment and, because you are our friend, you get fifty grand. That is a private business in Leesburg but because we do not want to ask about putting it on the calendar, that is really disappointing, and he will be sending his comments to the people administering the grant funds to let them know that the City is misappropriating funds.

Mayor Christian asked if Dr. Anna Marie stated what she would be spending the money on. **CM Minner** answered yes, that she had submitted an invoice for programming along with setup and breakdown expenses which totaled about fifty-three thousand dollars. **Commissioner Pederson** said that it was his understanding as well of what was communicated to her and if there were any operational shortfalls she should have all the documents. He had not seen all the numbers because he trusted the City Manager, who documented them properly. It was his understanding that whatever she showed in operational losses or shortfalls, he would fund it because we approved fifty thousand dollars and the difference would be capital improvements. Again, he had not seen the numbers he was told she documented fifty, so he felt like he was fine under the intent of the program. He never knew there were any strict guidelines for the program. He thought they were a little looser. He has seen money spent a lot worse than this by the government and even with this program alone. He does respect Commissioner Robuck's concerns, but he thinks LakeFront TV does a good job. He has said from the beginning that we needed to find a way to get her that money the proper way. **Commissioner Robuck** stated that they are not documenting what they are doing with this money. This money is deposited directly into the businesses' personal bank accounts. That is where it is going, it is not going for new stuff and that is his point and programming is their job. That is what we pay them to do every year, so how can you say programming is an extra expense caused by Covid when that is literally their job. **Commissioner Pederson** asked how their employees are paid. Which entity pays the employees? **CM Minner** stated that would be Facci Bella. **Mayor Christian** then said with Commissioner Robuck's comments and for the City of Leesburg's sake, would it be wise of us to find fifty thousand dollars from somewhere else?

For the sake of argument and the other commissioners, if we cannot take the money from the American Recovery Act funds, can we take it from the general fund, the gas fund? Right now, we have Commissioner Robuck saying we gave money almost illegally against the grant parameters, so maybe we should task Dr. Anna Marie this year to seek outside funding to make up the fifty thousand dollars to give that money back to the City's general fund through other programming methods. They do programming for other nonprofits, so maybe they should not do it for free. Maybe they should ask if they could contribute towards their programming along with other governmental entities. Maybe we could give her

that charge to make this fifty thousand dollars as part of the course of doing business. It is not that we are saying you have to do it, but it is now the course of you doing business. So, if the City of Clermont wants to do a program, they could give five thousand dollars and that five thousand dollars does not go to the general fund, it goes back to recoup that fifty thousand dollars from wherever we got this money from. **CM Minner** stated that the question there is, in his opinion, is the money and how it is being spent. Within the guidelines of the American Recovery Act, that answer is partial. Dr. Anna Marie submitted an invoice that documented expenses that amounted to about fifty-three thousand dollars and of that invoice, in his opinion, about half of that twenty-two thousand dollars was directly related to Covid programming. He believes that was a justifiable expense. He thinks the City could clearly say that those were additional programs that Facci Bella put together for us and those were additional programs that directly dealt with education, information, and ways to combat Covid. The specific programming was good and the breakdown and startup of this building, versus the other building, you may be able to hang your hat on that, but there may be more gray area. If the City wanted to provide the check as he authorized, then he would squeeze half of that invoice into cash. The question that he asked of this body was, and if he could get it clarified tonight, was, as long as their intent was for Facci Bella in some sort of fashion, that money, then okay, they would split it up because that was what was indicated to him. He asked for individual clarification and Commissioner Robuck was correct in that as well, and that was individual clarification which was not public. He operated on the individual clarification so to clear that up, if the commission feels that Facci Bella should get the check, he would shift the portion that they deem questionable into cash and shift some financials around, which would not be difficult. There was a portion to convolute the matter where the City paid ourselves one million dollar and two dollars from of the American Recovery Act money. There was that formulaic approach that the federal government said where each government agency had an expense due to Covid. So the Facci Bella expense is part of that. He would say that Facci Bella's expense is imbedded in that one million dollars that we paid ourselves rightfully out of the grant, which we put into cash. That is how we would shift that and it would not have any impact. If this commission felt it was okay, he suggested, since the check had already been sent to Facci Bella and the intent that most of the commission had expressed was that it is where they felt the money was going. Half would be funded from the grant and the other half would be funded from the cash that came from the American Recovery money. He pointed out for the record that the Mayor and Commissioner Robuck were the only ones on the board at the time when the City first approved Facci Bella's contract and that that is going on eight years now. That was done right before he was hired. So long story short, when the contract was modified there was a drive in the contract that LakeFront TV became sustainable, doing advertisements and other different things with businesses, where those businesses who use the local cable access would pay to advertise for the production of LakeFront TV. However, that concept never really worked and it was never destined to work. Dr. Anna Marie did get some success and other opportunities did come up with the County and Beacon College, so those numbers started to increase. He may mix the timeline up, but there was a quid pro quo where they substantially increased the Facci Bella contract. They doubled it and they changed the composition of how and who kept the money that was flowing in from partners that Facci Bella obtained. Then the concept changed from just a split on the new revenue that was coming in and now we take the revenue and put it into a general fund restricted account that funds capital improvements to the program. For example, Beacon College pays the City, not Facci Bella, twenty grand a year. Part of the one seventy-five contracting fee is to do programming for Beacon and then that twenty grand goes into a capital fund so that when Dr. Anna Marie needs a new TV camera or better sound equipment that would come out of that fund. Her efforts are seen when she brings in these partners that help with equipment and improving studio features. That helps with production costs, so that is the fund. That is just side note information. The question now is if they are good at how this is being done. He could split it between cash and the recovery money or if they are totally upset and feel misled, then he needs to be yelled at and this needs to be brought back before the commission. **Commissioner Robuck** stated they never voted on it like that and this needs to be placed on the agenda and voted on. If they want to do it like that, it is fine. He does

not think we can say let's give money to one entity, then have private conversations and give it to another entity. We can vote on anything we want to do because we have that power, but we have to be transparent and do it right. We need to have a vote about where we are giving the money. He would feel the same way with any entity. He is a huge fan of LakeFront TV and they do a great job. He just has a problem with the way this was done, it was wrong. It needs to be put on the agenda, we need to have a vote to give it to this entity because we never voted to give it to them. **Commissioner Pederson** asked if this could be voted on now, for documentation purposes or if it had to be placed on the agenda first. **CA Morrison** answered that it needs to be placed on the agenda simply for due process reasons so that all interested parties can be present for commenting. **Commissioner Robuck** added that he asked the City Manager to put this on the agenda and to not make this decision based on individual conversations. **CM Minner** confirmed that Commissioner Robuck was correct and that he had made that decision. **Commissioner Pederson** said that he supported the City Managers decision. **Mayor Christian** commented that Commissioner Robuck was right. We should put this on the agenda so we can all vote on it. This is something we all need to talk about so we can move forward. Commissioner Robuck is right in his assessment of Dr. Anna Marie when we say LakeFront TV we probably should have said Facci Bella. That was no one's fault. We messed up by saying LakeFront TV. He does not have a problem either way. Commissioner Robuck is a strong man and he can handle being one against four or two against three, but the bottomline is the procedure that he is more in favor of. **Commissioner Connell** stated that he spoke with the City Manager about this. He told him that he was fine with doing what we agreed to do. He did not want the City Manager to get thrown out there because he also spoke with him and he told him he was good. **Commissioner Pederson** admitted looking back on the meeting in hindsight there was probably a little bit of confusion, but reiterating he is fine with it and he is still fine with it. He does not fully understand the Recovery Act and he is not an expert on it, but people have told him that this does qualify under that. However, he does not want to argue that point either. **Mayor Christian** stated that the City Manager is tasked with reading all the small federal documents and understanding them. He has to bring them back with his best assessment and he does his best explaining the one million dollars so that we can reimburse ourselves. We also have Facci Bellla as a partner of the City and they produce television shows and programs for us. He is pretty sure that the Biden administration will not come and hit us too hard, so he does not want the City Manager to feel like they are on him for talking to us and making a decision. With Commissioner Robuck stating it should be Facci Bella, we should have voted on that because it is a private business that should have been explained. We should have said yea or nay. **Commissioner Burry** questioned whether we had spent the money and if it was gone, because Commissioner Robuck had some very valid points. Maybe we should not have done it the way we did, but are we crying over spilt milk right now or is there something that we can do tonight to rectify this? Do we have any other options? We are sitting here saying we should not have done this, but what can we do to rectify this? Is there anything legally that can be done?

CA Morrison stated that the money has already been paid out. To try and get that money back or to make any changes to it, you need to have all parties involved present before the commission for commenting. You cannot do anything with anyone without them being present here and expecting it to fly.

Commissioner Robuck remarked that his immediate feeling is this will be approved, but this does need to be done for the sake of doing it right. His feelings are and the City Manager will probably disagree with him on this, but when the city gave them that fifty thousand dollars, that was never authorized by the commission. That money should not have been issued to that entity. He thinks it needs to be put on the agenda so this body can approve it and so the city can do so. **Commissioner Pederson** stated putting this on the next agenda is probably the right thing to do. He would also like to get a final interpretation on this as he has heard different opinions. When this comes back, are we splitting the money or how is that being handled? He would like to know if they truly did do the wrong thing as well by giving them the money. If so, then we could take it out of the general fund.

CM Minner replied that there are three options. First is to do nothing, it is water under the bridge. We

know what Commissioner Robuck's reactions will be to that. Second, we can do nothing and split the money as indicated. We can make sure when Commissioner Robuck complains about it that we have the city's base covered, which is also reasonable. Third, it can be placed on the consent agenda where Commissioner Robuck will pull it so it can be voted on. There is no further clarification needed. The consensus of the commission decided to have it placed on the agenda for the next meeting.

Commissioner Robuck wished everyone a happy Thanksgiving.

Commissioner Connell made no comment.

Commissioner Pederson wished everyone a happy Thanksgiving.

Commissioner Burry stated over the past weekend he had the opportunity to visit the mall for the lighting of the Christmas tree festival. He wanted to encourage everyone to go and look at them. It was a lot better than he thought. We need to promote shopping locally, so get out and spend some money. They have a great little Christmas tree deal going through the twenty-eighth along with a silent auction. Their Christmas trees are decorated by all the public schools and the money goes to the arts programs in those schools. It was a great time and it was a good thing, so get out and check it out.

Mayor Christian asked Police Chief Hicks if he could come to the podium because he had a few questions regarding a letter he received from someone who resides on Lone Oak Drive. Apparently, they have a big code enforcement letter. She stated there are separate owners that reside there and they all share the parking lot. The city coded them for the asphalt and they are saying that it would be hard to get all the owners to contribute to the parking lot because there are five different owners. Plus, they say when they do that, the city trucks drive on it and tear up the parking lot. **Police Chief (PC) Hicks** responded that he had not seen that letter. **CM Minner** pointed out that the letter was sitting on his desk. He would contact Chief Hicks tomorrow to get that squared away. **Mayor Christian** then said he also received a call from a realtor. She is doing property management for the property off Montclair Road near the mobile home complex across from what used to be Montclair Oaks. She stated people were walking right through the middle of the road. They are afraid there could be a violent confrontation between the residents and the owners. He wanted to know if the Chief had caught wind of what was happening there. **PC Hicks** stated that he is aware of that situation and they have been working with the residents and they have increased patrols in that area. This will be a long-term ongoing situation. **Mayor Christian** wondered if that was a private or city road. **PC Hicks** stated there is a private road located in their subdivision. People have been using that road for a cutoff route, so they do have patrols there which are addressing that issue. **Mayor Christian** wished everyone a happy Thanksgiving and to be safe.

11. ADJOURN:

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

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

The meeting adjourned at 7:08 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: December 13, 2021

From: Joseph Mera, (Deputy Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of public education safety trailer; and providing an effective date.

Staff Recommendation:

Staffs recommends applying and acceptance, if awarded, the Assistance to Firefighters Grant (AFG) from FEMA for the purchase of a public education safety trailer.

Analysis:

The purpose of this grant project is to purchase a public education safety trailer under the Assistance for Firefighters Grant (AFG) through FEMA. This grant is a 90/10 matching grant with the City of Leesburg's portion being 10%. The cost of the grant is not to exceed \$185,000 with the COL portion not to exceed \$18,500.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the AFG Grant from FEMA for the purchase of a public education safety trailer; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the public education safety trailer is not to exceed \$185,000. The Federal share, if awarded, is \$166,500 (90%) and the City of Leesburg match is \$18,500 (10%) which is available in the current budget. If approved, a budget adjustment will be processed to add the Federal funds to the current budget.

Account No. 001-0000-331-2200

Project No. AFG003

Submission Date and Time: 11/29/2021 1:07:29 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR, AND IF
AWARDED, ACCEPT THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG)
FROM FEMA, FOR THE PURCHASE OF PUBLIC EDUCATION SAFETY
TRAILER; 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 FEMA, for the application of the Assistance to Firefighters Grant (AFG).

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 13th day of December 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: December 13, 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 Airport Rescue Grant Agreement, No. 3-12-0042-029-2022, between the City of Leesburg and the Federal Aviation Administration; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the grant agreement by the Mayor, followed by the City Attorney's certification, digitally signed, as required by the FAA, no later than December 17, 2021, in order for the grant to be valid.

Analysis:

This Airport Rescue Grant is provided in accordance with the American Rescue Plan Act, Public Law 117-2, to provide the eligible Sponsor with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Leesburg is eligible for \$59,000.00.

Procurement Analysis:

N/A

Options:

1. Approve the Airport Rescue Grant Agreement No. 3-12-0042-029-2022; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Upon approval of this grant, a budget adjustment will be processed to add these funds to the current Airport Operating Budget.

Account No. 048-0000-331-4100

Project No. ARG001

Submission Date and Time: 12/8/2021 10:48:46 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AIRPORT RESCUE GRANT AGREEMENT, NO. 3-12-0042-029-2022,
BETWEEN THE CITY OF LEESBURG AND THE FEDERAL AVIATION
ADMINISTRATION; 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 ARG Agreement No. 3-12-0042-029-2022 with the United States of America, Federal Aviation Administration.

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 13th day of December 2021.

Mayor

ATTEST:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 South Park Circle
Suite 524
Orlando, FL 32819

November 15, 2021

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
501 West Meadow Street
Leesburg, FL 34749

Dear Ms. Dean:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0042-029-2022 for Leesburg International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 17, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace".

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 15, 2021

Airport/Planning Area Leesburg International Airport

Airport Rescue Grant No. 3-12-0042-029-2022

Unique Entity Identifier 113889752

TO: City of Leesburg
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 29, 2021, for a grant of Federal funds at or associated with the Leesburg International Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Leesburg International Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Leesburg International incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$59,000, allocated as follows:
 - \$59,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **December 17, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PRIVATE SPONSORS. When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant to the applicable Airports District Office; the audit must be prepared in accordance with accepted standard audit practices.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

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

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated November 15, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

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

Dated

City of Leesburg

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

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

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

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

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

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

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

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

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

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

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

- d. Required Solicitation Language

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

“The City of Leesburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 29, 2021.

23. Access By Intercity Buses.

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

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: December 13, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing Approval of the American Recovery Act Fund Grant Award for Facci Bella; and providing an effective date.

Staff Recommendation:

Approve resolution funding Facci Bella, Inc. with American Recovery Program (ARP) Grant and other funding for COVID related expenses and digital programming.

Analysis:

The City Commission allocated \$50,000 of ARP funding to Faclli Bella, Inc. Facci Bella is the professional company retained by the City to produce programs for and manage LakeFront TV. Facci Bella has presented the City with an invoice for \$53,450. The invoice provides details for COVID related programming (\$21,450) and COVID related expenses (\$32,000). While all the expenses are probably in compliance with ARP spending regulations, out of abundance of caution, staff recommends paying the invoice in the following manner:

1. Only pay \$50,000 - pursuant to the motion previously made by the Commission
2. Pay the programming portion with ARP Funds (\$21,450)
3. Pay the production cost with General Fund cash (\$28,550).

Procurement Analysis:

The Commission previously approved a \$50,000 ARP award to LakeFrontTV. A portion of the invoice can be paid from this allocation, while the remaining is cash. The amount of cash has no adverse impact on the City's overall financial position.

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING APPROVAL OF THE AMERICAN RECOVERY
ACT FUND GRANT AWARD FOR FACCI BELLA; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the City Commission hereby authorizes approval of a \$21,450 American Recovery Program grant award to Facci Bella.

BE IT FUTHER RESOLVED that the City Commission authorizes an additional payment of \$28,550 payment be made to Facci Bella from General Fund Unrestricted Reserve cash.

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 13th day of December 2021.

Mayor

ATTEST:

City Clerk

Covid-Productions: City of Leesburg Public Education.**FILMING/EDITING COSTS**

Covid 19 Update-City of Leesburg Closings-March 13th 2020 (2:30)	\$250.00
43 Annual Art Festival Postpone-:30	\$150.00
Stop The Speed of Germs-Covid Protection Tips: (:30)	\$150.00
Proper Handwashing Techniques (:30)	\$150.00
Leesburg Coronavirus -Half Hour Special With Dr. Berger (30 minutes)	\$1000.00
Leesburg Resource Center-Covid Upate (8:50)	\$450.00
Leesburg Covid Testing Center (Venetian) 3:50	\$350.00
Covid Testing-Lake Sumter College (2:50)	\$250.00
Miss Leesburg-Covid Impact On Senior Class (1:40)	\$150.00
Leesburg Coronavirus Special 2 with Dr. Berger (30 minute)	\$1000.00
Thank You First Responders-Covid PSA (:30)	\$150.00
Public Works —Covid Safety Tips (2:50)	\$350.00
Leesburg Police Department —How To Avoid Covid Scammers (2:00)	\$350.00
Leesburg Public Library—Covid Library Update (6:00)	\$450.00
Leesburg High School Virtual Graduation —Covid Special (:30)	\$150.00
Leesburg High School Graduation Special (Covid)—(1hour)	\$2800.00
Leesburg Fire Department -Reopen Safely (2:30)	\$350.00
Leesburg Fire Department—911 Covid Precautions (Mask Shortage) (3:00)	\$350.00
City of Leesburg Facilities Reopen (:40)	\$150.00
Back To School-Coming Out Of Covid Coccon -1 hour special	\$2000.00
Governor DeSantis Press Conference —Covid Vaccines: (5:00)	\$450.00
Covid Rapid Test-Available Leesburg (8:00)	\$450.00
Leesburg Electric Dept. Rate Relief PSA (:30)	\$150.00
Cares Act PSA (4:50)	\$350.00
Cares Act-Housing PSA (2:15)	\$350.00
Covid 19 Upate-Lake County (1:36)	\$250.00

Parks and Rec -Covid Reopening PSA	\$250.00
Back To School—Covid (1:45)	\$250.00
Care Act Update (Housing/Financial Update) : (8:50).	\$450.00
Covid-Hiring /Hospitality Event -Jobs-Covid Impact	\$350.00
Leesburg Business Reinvention Due To Covid (3:50) *Anastassia Ballroom featured biz	\$350.00
Thank You First Responders-Leesburg Luncheon	\$250.00
MLK Virtual Event (Due to covid-no traditional parade)	\$250.00
We Are Open—Covid Campaign #1	\$250.00
We Are Open -Covid Campaign #2	\$250.00
We Are Open-Covid Campaign #3	\$250.00
Hair Salons Reopen Leesburg	\$350.00
Leesburg Businesses-Steps Biz Taking To Open Safely	\$250.00
Covid-Curbside /Leesburg TakeOut PSA with Joanie Smalley (:45)	\$150.00
Covid-Curbside How It Works/Explainer with Joanie (2:15)	\$250.00
Curbside -Mammoth Oak Spotlight (2:10)	\$250.00
Curbside -Mainstreet Cantina Spotlight	\$250.00
Curbside-Oakwood feature:	\$250.00
Curbside-Legends spotlight	\$250.00
Curbside-Turners feature	\$250.00
Curbside-God Cafe	\$250.00
Curbside-Ellens Cafe	\$250.00
Curbside-Warehouse	\$250.00
Curbside-Ze Carter	\$250.00
Curbside-Florida Porch	\$250.00
Curbside-Stavros	\$250.00
Curbside-SIP	\$250.00

Curbside-Brick and Barrel	\$250.00
Curbside-Stokes Seafood	\$250.00
Curbside -Gourmet Today	\$250.00
Covid-Virtual Activities With Miss Leesburg Girls #1	\$150.00
Covid-Virtual Easter Message with Miss Leesburg Girls #2	\$150.00
Covid-Virtual Easter Crafts with Miss Leesburg Girls #3	\$150.00
<u>COVID HOLIDAY SUPPORT LOCAL SHOPPING -MAIN STREET (3:00)</u>	<u>\$350.00</u>
<i>Covid PSA and Content Creation:</i>	<i>\$21,450</i>

Additional Production Costs-Live Meetings Venetian Center

**Additional man-power for multi-camera/audio/zoom set up & tear down*

**Additional Cost Per Remote/Live Multi-Camera Meeting: \$500.00*

City Commission Meetings (Total: 45)	\$22,500
Planning & Zoning Meetings (Total: 18)	\$9000
<u>Airport Advisory Meeting Total: 1)</u>	<u>\$500.00</u>
<i>*Additional Meeting Costs for Remote/Live Coverage</i>	<i>\$32,000</i>

Total COVID-19 Production Costs (2020-2021): **\$53,450**

**Note: As of March 2021, LakeFront TV includes a weekly COVID-19 Lake County Update as part of our weekly Lake Report-half-hour show in the first block. In addition to giving current numbers -we encourage folks to get their vaccinations and drive them to vaccines.gov or encourage them to visit their local pharmacy*

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: December 13, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to enter into a Facility Use Agreement with the Boys & Girls Clubs of Central Florida, Inc.; and providing an effective date.

Staff Recommendation:

Approve Boys & Girls Club Use Agreement

Analysis:

Pursuant to the MOU between the City and the Boys & Girls Club, the attached Use Agreement provides parameters for use of the new building. The high lights of the agreement are a 40-year term and \$500,000 construction contribution to the City from the Boys & Girls Club.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO A FACILITY USE AGREEMENT WITH THE BOYS & GIRLS CLUBS
OF CENTRAL FLORIDA, INC.; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Boys & Girls Clubs of Central Florida, Inc., whose address is 101 E. Colonial Drive, Orlando, Florida 32801.

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 13th day of December 2021.

Mayor

ATTEST:

City Clerk

FACILITY USE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is entered into on the _____ day of _____, 2021, between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as “**CITY**”, and **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, hereafter referred to as “**CLUB**,”

WITNESSETH:

The City is in the process of constructing a Teen Center (the “Center”) adjacent to the City’s existing gymnasium facility (the “Gym”) at 1851 Griffin Road in Leesburg, Florida. The Club is contributing the sum of \$500,000.00 toward the cost of constructing the Center in proportional draws as construction progresses, and the City has consented in turn to enter into an arrangement which grants the Club the exclusive use of the Center for a period of forty (40) years. For clarity, the existing Gym and City administrative offices are not part of the Center and shall continue to be under the exclusive control of the City, subject to such future agreement that the City and the Club may enter into in the sole discretion of the City, for use of the Gym periodically by Club members when it is not in use by the City for its own programs. The parties wish to formalize this arrangement by entering into this Agreement.

In consideration for the financial contribution of the Club toward construction of the Center, and the covenants and promises of the Club under this Agreement to operate the Center and pay such expenses of operation as are specified in this Agreement, the City hereby grants to Club the exclusive right to use the Center as the location for the operation of a Boys & Girls Club, as well as the right to use all parking lots, driveways, sidewalks and dumpster areas serving the Center (the “Common Areas”), under the terms and conditions specified below. The Center is

located on the City of Leesburg parks and recreation site, and is to be built out by the City as shown on the plans attached to this Agreement as Exhibit A.

1. **TERM.** The term of this Agreement (the "Term") shall be for a period of forty (40) years, commencing on the that date (the "Commencement Date") which is the first day of the first calendar month following the "Possession Date" as hereafter defined. The "Possession Date" shall occur on that date when all of the following conditions have been satisfied: (a) delivery to the Club of a copy of a Certificate of Occupancy for the Center, and (b) full completion of the Center including all landscaping and Common Areas serving the Center (other than minor punchlist items established from a Club and City walk-through of the Premises, which punch list items the contractor has agreed to correct within 60 days of the Possession Date), and (c) delivery by the City to the Club of a written notice that the conditions described in this sentence have been satisfied and possession of the Center is delivered to the Tenant . The Term of this Agreement shall end on the last day of the month which is forty (40) years from the Commencement Date. The parties will enter into a supplement to this Agreement once the Commencement Date can be determined, setting forth the exact Commencement Date and the date on which the term of this Agreement will expire. The Club will surrender possession of the Center to the City on the date this Agreement expires, or if terminated earlier pursuant to its terms, on the date of termination. Tenant shall have the option to extend the Term of this Agreement for one extension period of ten years upon written notice to the Landlord delivered not later than 120 days prior the end of the Term.

2. **RENT.** In addition to the financial contribution towards the construction of the Center the Club has paid the City rent in the amount of \$1.00 per year, for the full 40 years of the

Lease term, ***plus all applicable sales tax*** (sales tax is not payable if Club presents a valid State of Florida sales tax exemption certificate). City acknowledges receipt from the Club of \$40.00.

3. **USE.** The Center shall be for the exclusive use of the Club during the term of this Agreement, and shall be used only for a Boys & Girls Club facility, business offices, and operation of programs for youth operated by the Club, and no other use shall be made of the Center without the prior, written consent of City. The Club shall make no unlawful or offensive use of the Center, nor shall any activity be carried on at the Center which constitutes a nuisance to surrounding property or impedes the ability of the City to use its adjacent Gym.

Club shall not allow the production, use, handling or storage, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the Center in the reasonable opinion of City. Club shall clean up any environmental contamination at the Center which is determined to be the result of Club's use and occupation thereof, and shall indemnify City against all claims for damages or other relief, plus attorney's fees and costs, due to Club's improper or unlawful production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances, as such may be defined from time to time by any local, State or Federal agency. Club shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else present at the Center (other than City and its officers, employees and invitees).

Without in any way limiting the generality of any other provision of this Agreement related to the use of the Center, and except as otherwise expressly permitted in this Agreement, Club shall refrain from the following activities at the Center: dry cleaning plant, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, adult entertainment facility, gymnasium,

massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or Agreement of automobiles, trucks, other motorized vehicles, or trailers, or car wash. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the Center. In addition, the Center shall not be used for a restaurant and/or cocktail lounge of a parking intensive nature, nor shall any alcoholic beverages be served or sold at the Center at any time,. Notwithstanding the foregoing to the contrary,(i) the following uses of the Center solely as a service to its members (not open to the general public) shall be permitted: pool tables, electronic games, meals and food service to members and staff; and (ii) sounds typically emanating from a Boys & Girls Club that do not rise to the level of a nuisance to neighbors shall be permitted.

4. **DEPOSIT. INTENTIONALLY OMITTED.**

5. **UTILITIES.** Club shall obtain and pay for all utilities, including but not limited to electrical, potable water, wastewater, solid waste disposal, telephone, internet and data services, cable or satellite television service, and all other utilities. Club must keep electrical, water, and wastewater utilities turned on at all times except for outages caused by weather or other events beyond Club's control. All utility bills shall be paid promptly and failure to do so shall constitute a material default under this Agreement. The City shall be responsible for paying all utility charges allocable to the Gym and City's administrative offices, and if such City space is not separately metered, the Club shall allocate a reasonable share of each utility bill to the City and the City shall pay to the Club such reasonably allocated share within 15 days after receipt by the City of an invoice from the Club.

Club shall utilize a dumpster or other appropriate garbage and trash receptacle, for disposal of all garbage, trash and other solid waste. The receptacle shall be closed at all times except when

garbage or trash is being deposited or properly removed. In case garbage or trash attributable to Club is scattered outside of the receptacle so as to constitute an unclean, unattractive or unsanitary condition, City may, at its option, have the refuse cleaned up and bill Club for the reasonable out of pocket cost thereof by adding the same to the next rent installment due as additional rent to become due and payable to City. If the cleanup costs are not paid within 45 days of billing, City may pursue collection in a civil action for damages, and if the City prevails in such action and the Club fails to pay the City within 15 days after judgment is rendered against the Club all liquidated amounts determined by such judgment to be due from the Club, then the City may elect to terminate this Agreement without thereby waiving the right to collect the amount due from Club as damages. No garbage or trash, including but not limited to paper and cardboard, shall be bundled or left outside of the required and approved receptacle for garbage and trash. City shall be the sole provider of solid waste collection services to the Center.

6. **TAXES.** Club shall pay all sales taxes due on the rent or other charges paid by Club to, or on behalf of, City under this Agreement, and all personal property taxes assessed against Club's property kept at the Center, together with any intangible personal property or ad valorem taxes assessed against the property of Club kept or used at the Center. Club shall apply for exemption for the payment of real property taxes and if such exemption is not allowed shall also pay any real property taxes and any special assessments on the real property which may arise by reason of Club's possession and use of the Center under this Agreement.

7. **INSURANCE.** City shall insure the Center against damage by fire and other casualties, however such insurance shall protect City's interests only (including the City's interest in the Center improvements partially paid from the Club's contribution to the cost of constructing the Center). Club is responsible for insuring its own personal property on the Center site. Also,

Club shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$2,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing City as an additional insured, with a waiver of subrogation in favor of City, which shall insure against not only any covered incidents occurring on the Center but also against any death, injury to persons or damage to property occurring as persons are entering or leaving the Center; (ii) workers compensation insurance covering any death or personal injury suffered by employees of Club while on the Center; and (iii) such other insurance coverage as City may reasonably require based on programs or services being provided by Club in the Center, and the risks inherent in such programs or services. Proof of such insurance shall be provided to City no later than the commencement of the term and annually thereafter for the balance of the term and any extensions. All such insurance shall be maintained with insurers licensed to operate in Florida, accorded a rating of "A-" or better by A.M. Best.

8. **MAINTENANCE.** The City shall be responsible for all maintenance and repairs which may be due to defects in construction or materials with respect to the original construction of the Center. Club shall repair any major structural defects or damages caused by the negligent or deliberate acts of Club, its agents, servants, clients, or employees. Club shall conduct all routine maintenance and cleaning on the interior of the Center, maintain the interior plumbing and lighting systems within the Center, change air conditioning filters every 90 days or on an as needed basis, whichever is more frequent, and repair any damages caused by the negligent or deliberate acts of Club, its agents, servants or employees, or any independent contractors retained by Club. All repairs to or replacements of the electrical and HVAC systems shall be the responsibility of the Club, along with maintenance of the roof, the exterior (including without limitation doors, windows, exterior painting and pressure washing, excluding however exterior plumbing and other

utilities serving the Center which shall be maintained by the City). The City shall maintain the parking areas, and the grounds and common areas on the exterior. If either party fails to undertake any repair or maintenance required of it by this Section 8, the other party shall have the right to give reasonable notice to the party failing to maintain of the need for any such repair or maintenance (or in the event of an emergency where there is a threat of imminent property damage or threat to the safety and welfare of the Club members or staff, without notice) and if that party fails to promptly and diligently pursue completion of such repair and maintenance, the party which gave notice shall have the right to do such repair and maintenance at the sole cost and expense of the other party, which out of pocket costs shall be paid by the other party to the party giving notice within 15 days after receipt of an invoice for reimbursement of such costs accompanied by copies of third party invoices evidencing such costs. To help avoid plumbing problems, Club shall refrain from flushing items other than toilet paper into the sewer system. The Center shall be returned to City at the end of this Agreement in as a good a condition, or better, as existed when Club took possession, ordinary wear and tear, casualty damage, and items which the City is required to maintain excepted. Nothing in this paragraph shall apply to damage by fire or other casualty.

9. **FIRE EQUIPMENT.** Club shall provide and maintain approved fire protection devices (fire extinguishers) adequate for each room of Center in accordance with applicable fire safety codes and requirements, excluding however any requirement to install sprinkler systems and fire alarm systems which shall be installed by the City as part of the original construction of the Center as specified in the plans for the Center. Regular monitoring and certifications required by applicable code shall be the responsibility of the City.

10. **ENTRY AND INSPECTION.** At any reasonable time, upon reasonable notice to the Club and accompanied by a Club representative, City may enter the Center personally or

through a designated agent and conduct an inspection to determine if Club is complying with the terms of this Agreement; however the City may enter at any time without notice in the event of an emergency situation or if entry is necessary immediately to prevent damage to the Center, as for example to stop an ongoing water leak. If such inspection reveals deficiencies, City shall notify the Club in writing of the deficiencies and if the Club shall fail to correct such deficiencies promptly and diligently following the Club's receipt of such notice, then the City may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Club into compliance, and recover the costs thereof from Club, in which case the out of pocket costs shall be considered additional rent due from Club within 15 days after the Club's receipt of an invoice therefor accompanied by copies of third party invoices evidencing such costs; failure by Club to pay these sums within 15 days after any judgment is rendered adverse to the Club for recovery by the City of such costs shall be grounds for termination of this Agreement.

11. **ADDITIONAL RENT.** All taxes, costs, charges, and expenses which Club is required by this Agreement to pay, together with all sales or other taxes due thereon and all interest and penalties thereon which may accrue in the event Club fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which City may incur by reason of any failure by Club to comply with the terms of this Agreement, shall be deemed to be additional rent, and in the event of nonpayment thereof by Club, the City shall have the same rights and remedies with respect thereto as City may have, at law, in equity, or under this Agreement, for nonpayment of the rent itself, provided however that there shall be no right for the City to terminate this Lease because of a failure of the Club to pay any such amounts that are in dispute unless and until a judgment has been entered adverse to the Club and the Club has failed to pay within 15 days after such judgment all liquidated sums which the judgement determines are owing by the Club.

12. **ALTERATIONS AND IMPROVEMENTS.** No structural alterations or improvements to the Center shall be made by Club, nor shall any signs be erected, unless City has reviewed the plans and specifications and given its written consent before commencement of any such work, which consent will not be unreasonably withheld, conditioned or delayed. City acknowledges that the Club shall have the right to install an exterior building mounted sign and logo for the Boys & Girls Clubs (and at the Club's option with a named substantial donor subject to approval by the Leesburg City Commission), using the Club's standard font and colors. City may require Club to remove any unauthorized signs, alterations, or improvements, and to return the Center to its original condition, and if Club fails or refuses to do so then City may have the necessary work done and assess the out of pocket costs against Club, to be paid within 15 days after receipt by the Club of an invoice therefor accompanied by copies of third party invoices evidencing such costs. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured if the alteration costs exceed \$100,000.00 in aggregate amount, with the City shown as an additional principal on all such bonds. At the end of the term or upon any earlier termination of this Agreement, all alterations and improvements which are affixed or attached to the Center in such a manner that they cannot be removed without damage to the Center, shall become the property of City and shall not be removed by Club, and all other personal property of the Club including but not limited to signs shall be removed and all damage to the Center caused by such removal shall be repaired fully at Club's expense.

13. **LIENS.** The Club shall not have the power or authority to subject the City's interest in the Center to mechanics', laborers' or materialmen's liens of any kind against City's interest during this Agreement. If such a lien is filed, Club shall cause the Center to be released therefrom

within 30 days of written demand by City, either by payment in full, or by posting of bond which by law releasing City's interest from the legal effect of such lien. Prior to commencing work, Club shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the Center, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the City's fee simple interest in the real property by reason of the work done or materials provided. Any such work exceeding \$50,000.00 in amount shall be done only under written contract and City shall have the opportunity to approve such contract before work commences solely for purposes of assuring that such contract and improvements are in compliance with the requirements of this Agreement and laws applicable to construction projects on public property, which approval shall not be unreasonably withheld, conditioned or delayed .

14. **REPRESENTATIONS OF CITY.** In order to induce Club to enter into this Agreement, the City has made the following representations and no others:

- A. City has good title to the Center, and the right to enter into this Agreement without the joinder or consent of any other person or entity;
- B. So long as Club performs in full all of its covenants and conditions under this Agreement, Club shall have quiet and undisturbed possession and enjoyment of the Center.
- C. City will perform and abide by each and every term, covenant and agreement of this Agreement.
- D. City warrants that that all things required by law or by City's governing documents, necessary to the execution of this Agreement have been accomplished, and the person signing this Agreement is authorized to bind City.

15. **REPRESENTATIONS OF CLUB.** In order to induce City to enter into this Agreement, the Club has made the following representations, and no others:

- A. The Club's acceptance of the City's tender of possession on the Possession Date shall be deemed an acknowledgment that the Club has inspected the Center and found it to be fit for Club's intended purposes.
- B. Club will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Club's activities at the Center. Club will comply with all applicable federal, state and local laws, rules and regulations in its operations at the Center, and will adhere to all terms and conditions of any license or permit issued to Club in connection with its operations at the Center.
- C. Club is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- D. Club will perform and abide by each and every term, covenant and agreement of this Agreement.
- E. **EXCEPT FOR ANY WARRANTIES AND REPRESENTATIONS SET FORTH SPECIFICALLY IN THIS AGREEMENT OR IN ANY SEPARATE AGREEMENT RELATING TO THE CITY'S CONSTRUCTION OF THE CENTER, ALL WARRANTIES AND REPRESENTATIONS OF ANY NATURE CONCERNING THE CENTER, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A**

PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY CLUB, AND DISCLAIMED BY CITY, AND CLUB AGREES TO ACCEPT THE CENTER IN "AS-IS," "WHERE-IS" CONDITION, WITH ALL FAULTS.

- F. Club warrants that it is duly formed and validly existing under state law, and that all things required by law or by Club's governing documents, necessary to the execution of this Agreement have been accomplished, and the person signing this Agreement is authorized to bind Club. Failure by Club to maintain its active existence as a corporation in Florida, and all licenses required to conduct its activities at the Center, shall constitute a material breach of this Agreement.

16. **INDEMNITY.** Club and City will each indemnify the other, and hold the other harmless, from and against all claims, debts, demands, or obligations which may be made against the other, or the other's interest in the Center, excepting only those matters which are the direct (and not vicarious) and proximate result of the negligent or deliberate acts of it, its agents, servants or employees, arising out of or in any way connected with its use and occupation of the Center. This indemnity shall extend, without in any way limiting the generality of the foregoing, to any code enforcement proceeding filed against City due to any act or omission of Club at the Center, or against the Club due to any act or omission of the City at the Center, the Common Areas or the adjacent City Gym and administrative offices. If it becomes necessary for City or Club to defend any action against it, seeking to impose any liability for which it is entitled to indemnity under this provision, the indemnitor will pay not only any judgment entered against the other in such

proceeding, but also all reasonable costs and attorney's fees incurred by the other party in its defense of the proceeding.

17. **DAMAGE BY CLUB OR BY FIRE AND CASUALTY.** In the event the Center are damaged by fire or other casualty, whether or not the result of negligence by Club, its agents, servants, employees, invitees or guests, City shall repair the damage to the Center and shall be entitled to utilize for that purpose the insurance proceeds payable under City's fire and casualty policy. While repairs are being effectuated, if the damage renders the Center unusable by Club, rent due hereunder shall abate until repairs are completed. If repairs take longer than three months from the date of the casualty damage, Club shall have the option to cancel this Agreement and upon such cancellation shall have no further obligations hereunder.

If the Center is damaged solely by the intentional or negligent acts or omissions of Club or any of its agents, servants, employees, invitees or guests, then City may repair such damage and restore the Center to its original condition without notice to or consent by Club, and if the damage is covered by City's casualty insurance policy, recover from Club that portion of cost of the repair that represents the deductible under City's casualty insurance policy (not to exceed \$25,000.00), together with any lost rent suffered by City as a result of the intentional or negligent acts of the Club, its agents, servants, employees or guests. If the damage is not covered by City's policy of casualty insurance (provided that City has obtained the policy of insurance in the form required by this Agreement), and the damage is caused solely by the intentional or negligent acts or omissions of Club or any of its agents, servants, employees, invitees or guests, City shall be entitled to recover from Club the entire amount of City's cost to repair. In the event of damage resulting from the intentional or negligent acts or omissions of Club or any of its agents, servants, employees, invitees or guests, rent shall not abate and Club shall not have the right to cancel this Agreement. so long

as City promptly undertakes to repair such damage and in any event completes such repair within 3 months from the date of such damage, unless the damage is not reasonably susceptible of repair within 3 months, in which event City shall have a reasonable time to effectuate the necessary repairs.

18. **BANKRUPTCY.** This Agreement shall be terminated immediately, without notice to Club, in the event Club becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Club's property; or if Club makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by either party to exercise any remedy available to it in the event of a breach of this Agreement shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Agreement, nor shall it be considered a justification of any subsequent breach. Acceptance of rent by City at any time when Club is in default shall not be construed as a waiver of such default, or of City's right to terminate this Agreement on account of such default, nor shall any waiver or indulgence granted by City to Club be taken as an estoppel against City, it being expressly understood that if Club is in default and City accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but City may at any time, if such default continues, terminate this Agreement on account thereof if permitted by this Agreement.

20. **DEFAULT.** In the event of a default by Club, other than a failure to pay rent or additional rent, which default continues longer than 30 days after the giving of written notice to Club by City demanding that the default be cured, City may take such reasonable action and

expend such reasonable sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Club as additional rent. City may not terminate this Agreement because of any such default unless City has first given written notice to Club of such default and if such default is curable by Club such additional time beyond the 30 days as may be reasonably necessary for the Club to effect such a cure so long as Club has commenced to take steps to cure within the 30 days and is exercising reasonable diligence to complete such cure.

Should Club fail to pay any rent or additional rent hereunder on the date it is first due, and if such past due rent is not paid along with any penalties and late charges, within thirty (30) days after written notice given by City to Club, then City may terminate this Agreement by written notice of termination to Club and retake possession of the Center immediately, and recover from Club the present value of the rent to have been paid by Club over the remainder of the term, computed using a discount rate of 6%, or at its option City may elect to sue for each installment of rent as it falls due; provided however that notwithstanding the foregoing, City may not terminate this Agreement because of a Club failure to pay additional rent if the amount of additional rent payable by Club is in dispute unless and until City has obtained a judgment requiring Club's payment to the City of a liquidated amount and the Club has failed to make payment of such amount within 15 days after the entry of such judgment. In the event City elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Club. Once City has retaken possession (or if Club refuses to surrender possession, once City has given Club proper written notice of termination) this Agreement shall be terminated and Club shall have no right to reinstate this Agreement, whether by payment of the arrearages or otherwise.

Notwithstanding any other provision of this Agreement to the contrary, or any requirement in this Agreement for the City to obtain a judgment against the Club before terminating this Agreement, if the City files suit and prevails in a suit against the Club to collect any amount due under this Agreement, or to enforce any term or condition of this Agreement, more than two times in any five (5) year period, then upon any third violation leading to litigation, the City may seek judicial termination of this Agreement for the default in addition to attempting to collect any dollar amounts owed to it in connection with that default, and upon entry of judgment in favor of the City, this Agreement may at the City's option upon written notice to the Club be terminated whether or not the Club has paid the disputed amount due or has otherwise cured the default which led to the third lawsuit.

Upon proper termination of this Agreement, Club shall surrender the Center peaceably to City immediately, and if Club fails to do so it shall be deemed guilty of unlawful detainer of the Center and be subject to remedies provided for that violation. This Agreement shall be considered terminated immediately upon the giving to Club by City of proper written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Club for each day or portion thereof that Club fails to surrender possession of the Center to City in accordance with this Agreement, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, City shall also recover all additional rent, costs and attorney's fees incurred by it as a result of the default by Club. Club agrees that it would be impossible to compute the general damages suffered by City should Club default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

21. **REMEDIES CUMULATIVE.** City's remedies under this Agreement are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which City may have, and the exercise of one right or remedy shall not impair City's standing to exercise any other right or remedy.

22. **ARREARAGES.** Any amount of money to be paid under this Agreement, which is not paid within the prescribed time after it first falls due, shall bear interest at the highest rate allowed by law until paid in full. City, at its sole option, may elect to apply any payment by Club either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. **ASSIGNMENT.** This Agreement may not be assigned by Club, nor may Club sublet the Center either in whole or in part, without prior written permission from City, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made without the prior, written authorization of City, and provided further that no assignment or change in use violates any other agreements by City. City shall not be required to consent to any assignment or other transfer, whatsoever, whether total or partial, as long as any default by Club remains in existence.

If this Agreement is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to City, to be and remain the exclusive property of City and shall not constitute property of the Club or of the estate of Club within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to City as provided above shall be held in trust by the recipient for the benefit of City and shall be promptly paid and delivered to City. Any assignee under the Bankruptcy Code shall be deemed, by having

received such assignment and without further act or deed, and whether or not such assignee takes physical possession of the Center, to have assumed all of the obligations of Club arising under this Agreement, from and after the date of such assignment. Upon demand by City, any such assignee shall execute and deliver to City an instrument confirming such assumption.

If Club or any assignee or other transferee of Club is not a natural person, the following shall be deemed to be assignments requiring the written consent of City as a condition to continued occupancy of the Center hereunder:

- a. Sale of more than 49% of the shares of a corporate Club which are issued and outstanding on the commencement date of this Agreement;
- b. Issuance by a corporate Club of additional shares which results in the shares issued and outstanding on the commencement date of this Agreement being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate Club, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this Agreement to less than 51%;
- d. Any change in the partners of a Club which is a general partnership;
- e. Any change in general partners of a limited partnership Club or any reduction in the percentage of ownership in the partnership by any general partner.
- f. Any change in membership of a limited liability company, change in partners of a limited liability partnership, or other change in equity ownership of any Club which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Agreement is signed is reduced below 51%.

24. **MEMORANDUM.** City may, at its option, record a memorandum of this Agreement in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Club's interests in the Center.

25. **ESTOPPEL CERTIFICATE.** At any time, upon request by a party, the other party agrees to execute a certificate stating:

- A. That no default exists at the time on the part of the other party, or setting forth the nature of the default if one does exist;
- B. The term, rental amount, termination date, and other material provisions of this Agreement;

26. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than owner and occupant, the rights of each being governed by this Agreement and general law. Club agrees that it shall not challenge the fee title of City in the Center or claim any interest superior thereto.

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

28. **GOVERNING LAW.** This Agreement shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Agreement.

29. **NOTICES.** Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To City at the address specified for payment of rent, to the attention of the City Manager.
- B. To Club by mailing or delivery to Club at Boys & Girls Clubs of Central Florida, Attention CEO, 101 E Colonial Drive, Orlando, FL 32801.

30. **CONSTRUCTION.** Any word in this Agreement shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Agreement in any manner. This Agreement is to be construed without regard to which party drafted it or participated most actively in the drafting of it, and it shall be presumed that both parties contributed equally to the drafting of this Agreement and to the terms, conditions and covenants contained in it.

31. **NATURE OF AGREEMENT.** This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement, and each party hereby waives all rights, claims and causes of action based on any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

32. **BINDING EFFECT.** This Agreement shall be binding on, and inure to the benefit of, not only City and Club, but also their respective successors and assigns.

33. **CONDEMNATION.** The parties agree that in the event of an eminent domain taking or conveyance of part or all of the Center in lieu of condemnation, City will be exclusively entitled to be paid by the condemning authority any condemnation award or compensation for the value of the real estate taken, for real estate severance damages, and for City's attorney fees and litigation expenses which are taxable against the condemning authority to the extent that the law provides for the same. Further, it is agreed that Club/tenant shall be exclusively entitled to be paid by the condemning authority any condemnation award of compensation for expenses related to removal from the Center, for any loss of business, for business damages, for any relocation benefits, for moving expenses (excluding expenses for moving property belonging to City), for

any losses resulting to trade fixtures owned by Club, and for Club's attorney fees and litigation expenses taxable against the condemning authority to the extent that the law provides for the same.

34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Agreement shall continue in full force as if executed originally without the invalid portion.

35. **ADA COMPLIANCE.** If during the term any alterations or improvements to the Center are required in order to comply with the Americans With Disabilities Act, to the extent such improvements were first required by law subsequent to the Commencement Date, such improvements shall be the responsibility of the Club. If required by law on the Commencement Date, the City shall be responsible for such alterations and improvements. The Club shall observe and comply with all requirements of the ADA in its operations at the Center, and shall hold the City harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Club in the operation of its business or any failure by Club to make any improvements required by ADA which are the responsibility of Club. At Club's option, in lieu of making such alterations or improvements costing in the aggregate more than \$15,000.00, Club may terminate this Agreement by written notice to City.

36. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. **IN WITNESS WHEREOF,** the parties have executed this Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____

JOHN CHRISTIAN, Mayor

Date: _____

ATTEST: _____

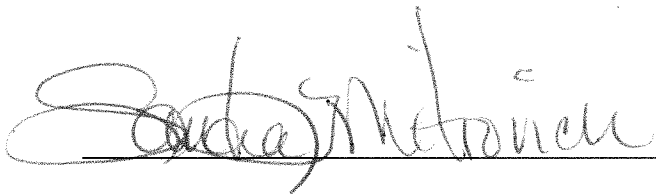
ANDI PURVIS, City Clerk

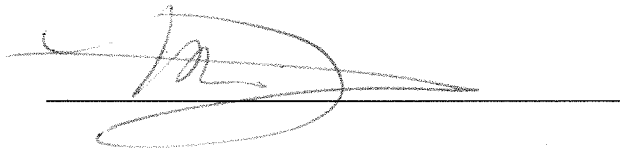
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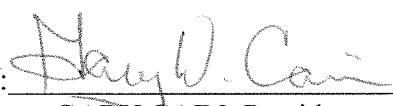
CITY ATTORNEY

CLUB:

**BOYS & GIRLS CLUBS OF CENTRAL
FLORIDA, INC.**





BY:  _____

GARY CAIN, President

DATE: 11/30/2021

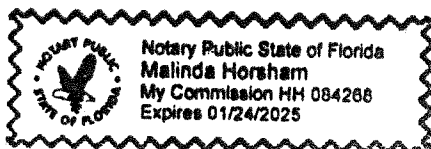
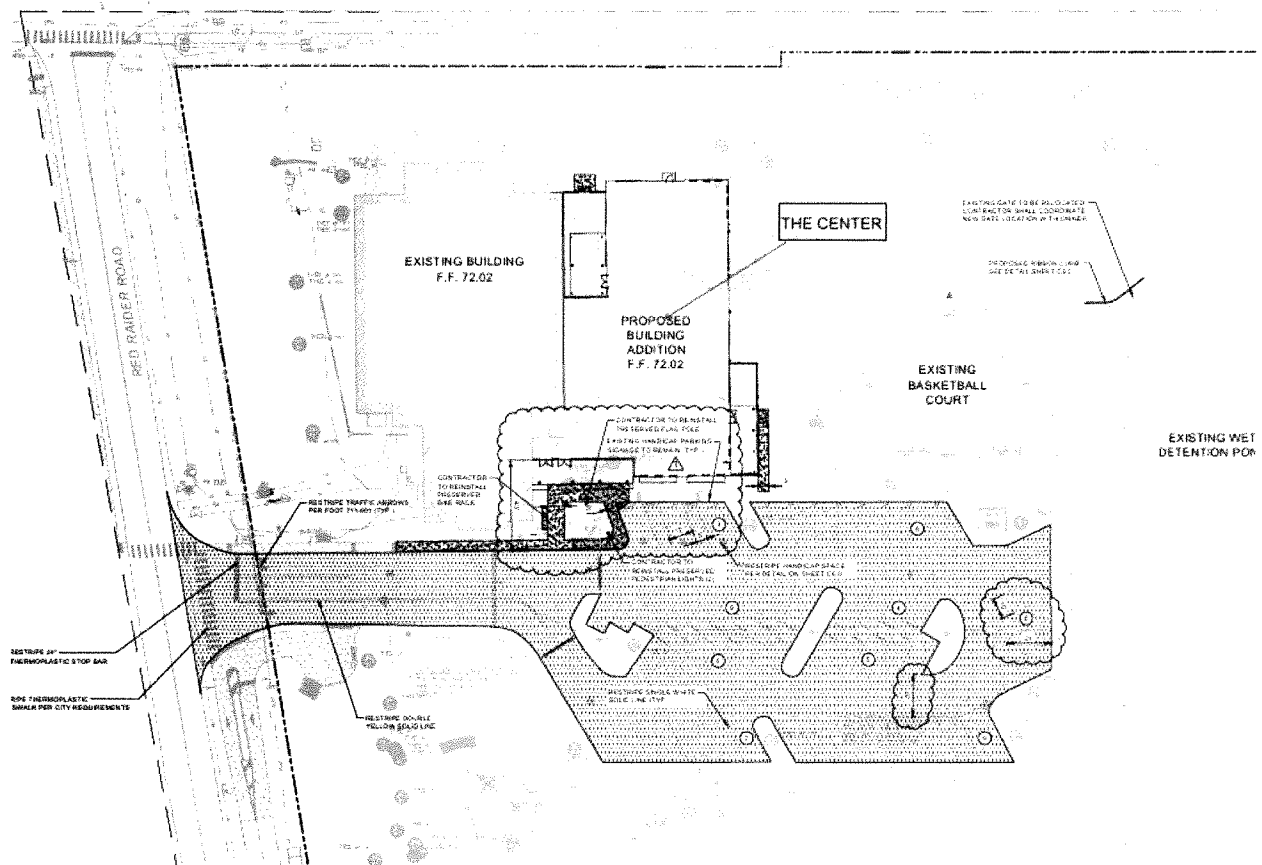
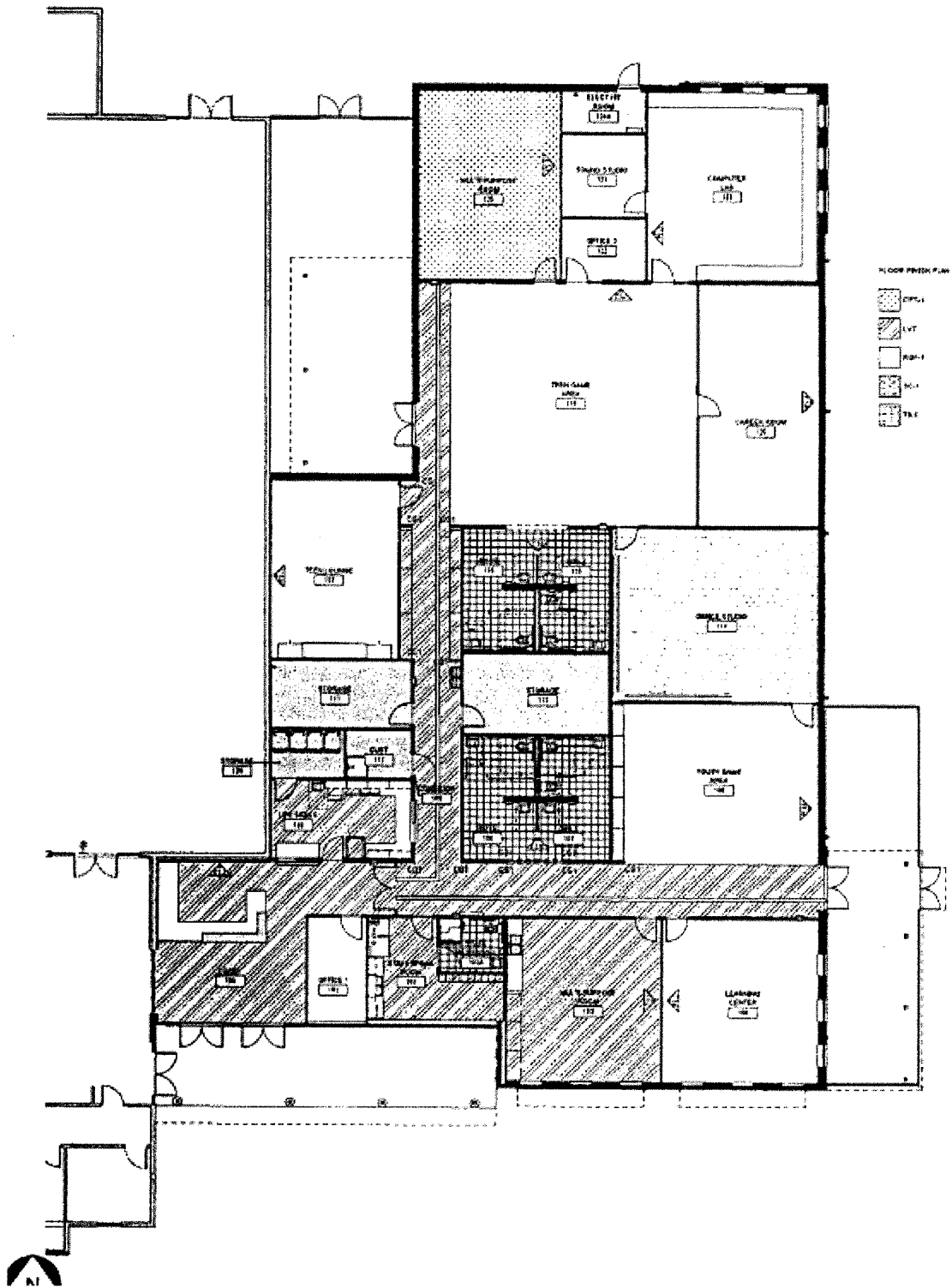


EXHIBIT A

The following site plan, floor plan and aerial show the location and planned build out of the Center, as well as the adjacent parking, drives and other Common Areas serving the Center.







City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: December 13, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the Downtown Redevelopment Grant Program; and providing an effective date.

Staff Recommendation:

Approve resolution creating a Downtown Building Redevelopment Grant Program.

Analysis:

The attached resolution has been modified pursuant to Commission discussion from the November 22, 2021 Regular Meeting.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING THE DOWNTOWN REDEVELOPMENT GRANT
PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby adopts and approves the attached downtown building redevelopment grant program.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of December 2021.

Mayor

ATTEST:

City Clerk

REDEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is made between the City of Leesburg, Florida (hereinafter referred to as the “City”), and _____ (hereinafter referred to as “Owner”).

WITNESSETH:

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

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

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

2. Owner will utilize the grant funding received from the City for the following purposes, and shall not spend the money for any other purpose without prior, written approval from the City Manager:

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

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

LEGAL DESCRIPTION

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

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

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

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

8. Nothing expressed or referred to in this Agreement is intended or will be construed to give any person or entity other than the actual, named parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or with respect to this

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

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

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

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

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

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

OWNER:

Type or print name of Owner

City of Leesburg, Florida



Downtown Leesburg Building Redevelopment Grant

Information & Application

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

PURPOSE

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

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

Applicants are reminded that grant awards are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

SECTION 1: ELIGIBILITY REQUIREMENTS

Downtown Redevelopment Grants are available to businesses and/or building owners that are located within the target district, as specified in Exhibit "A".

Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with grant this assistance.

Priority will be made to private investors and multi-use concepts which are hindered because of building regulations imposed by the City or public infrastructure service irregularities. Multi-Use concepts must include any permitted commercial or professional use with a residential component. For example, the redevelopment project will have a commercial component on the ground floor with residential uses on upper floors. Or a professional use on the ground floor with residential use on the upper floors. Or any combination thereof that has a residential component.

SECTION 2: ELIGIBLE IMPROVEMENTS

Downtown Redevelopment grants shall provide matching funds for fire suppression systems (including sprinklering, walls, windows, doors and fire escapes), upgrading electrical service (both customer and service provider sides of the meter) and water/waste water improvements on the customer's side of the meter. Illustrative improvements include but are not limited to:

- Upgrading the electric service panel
- Upgrading the provider's or customers electric service
- Interior electric modifications
- Installation of fire suppression systems
 - Sprinkler Systems
 - Fire Walls
 - Windows/Doors
 - Panic Hardware
 - Fire Escapes
- Sewer service line relocation or modification
- Sewer main lining
- Service relocations

SECTION 3: AVAILABLE FUNDING AND REIMBURSEMENT REQUIREMENT

The City shall fund this program from various sources to include, the Downtown Leesburg CRA; Water Fund; Wastewater Fund; and, the Electric Fund. Any grant amounts awarded will be paid on a reimbursement basis after a Certificate of Occupancy has been issued by the Leesburg Building Department or after improvements have passed inspection by the Building Department.

SECTION 4: GRANT APPLICATION PROCESS, DEADLINE AND APPROVAL

Applications will be accepted on a first come, first served basis.

As long as the funding is available, grant applications shall be accepted by the Office of the City Manager. No specific deadline will be imposed and the grant program will be administered on a rolling basis.

All applications and funding awards must be reviewed and approved by the City Commission.

SECTION 5: FSL GRANT ELIGIBILITY

Application to the Leesburg Sign, Façade and Landscape Grant Program is still available to those applicants who seek, receive or who may have been denied funding to the Downtown Redevelopment Grant. All rules and regulations still apply to both grants.

SECTION 6: RANKING CRITERIA

The following selection criteria may be used to review and rate applications for the Downtown Building Redevelopment Grant Program. Criteria are derived from the goals and objectives of the City's adopted Downtown Master Plan Redevelopment Plan and current Comprehensive Plan. Criteria are weighted with a maximum score of 100 points.

- A. **Private Investment** (Up to 40 Points) – While this grant program is not a matching grant, the City will award grant applications where private funds are the primary source of the renovation project. To receive maximum points in this category, private investment must significantly exceed the awarded grant amount. For example, if the private investor spends \$1,000,000 and requests

\$250,000 in grant funding, this project would receive maximum ranking points. Inversely, if the private investment is below the grant request, the project will be ranked very low.

- B. **Removal of Slum and Blight and Positive Impact to Neighborhood** (Up to 20 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg.
- C. **Multi-Use Concepts** (Up to 15 Points) – Degree to which the proposed project enhances the multiple uses in historic buildings such as commercial, professional and residential uses.
- D. **Historic Preservation and Materials** (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.

SECTION 7: GRANT PROCESS

- A. Applicant submits application form to the Office of the City Manager
- B. City Manager and applicant consultation of project concepts
- C. City Manager recommendation to the city Commission
- D. City Commission review, comment and grant award
- E. Formal grant agreement approved by Applicant and City Commission
- F. Applicant makes improvements
- G. Improvements are inspected and approved by City
- H. Awarded grant amount is issued to applicant

DISCLAIMER:

No warranties or guarantees are expressed or implied by the description of, application for, or participation in the Downtown Building Redevelopment Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction. Once a building received the maximum funding amount, it shall no longer be eligible for further grant funding.

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

Exhibit "A"



Any Multi-Story Building
with the Red Highlighted
Box is Eligible to Apply for
Downtown Redevelopment
Grant

DOWNTOWN LEESBURG BUILDING REDEVELOPMENT GRANT

Exhibit “B” Application

1. Project Location

Address of Property to be Improved: _____

Assessor Parcel Number(s): _____

Name of Business(es) in Project: _____

2. Applicant Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Do you own, rent or lease the subject property? _____

*If you are not the owner, the owner will need to co-sign the application.

3. Description of Proposed Improvements: _____

4. Estimated Costs of Project

Please attach a detailed cost estimated for the total project and estimates of improvement which are eligible to be funded with this grant.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: December 13, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing approval of the Leesburg CDC American Recovery Act Grant Project List; authorizing the City Manager to disburse funds pursuant to project commencement; and providing an effective date.

Staff Recommendation:

Approve resolution which approves the proposed Leesburg CDC Projects. All projects are in compliance with ARP spending regulations.

Analysis:

The Leesburg CDC presented the City with a list of projects for which ARP Funds will be used. Previously the City Commission allocated \$750,000 for ARP monies to be spent in a census district which is a majority minority. The project list is attached and all projects meet the ARP spending guidelines as they seek to provide housing for affected parties, improve minority businesses affected by COVID, address slum and blight, or create COVID educational awareness.

Because of cash flow restrictions, the action sought is:

1. Blanket Approval of all Projects; and,
2. Authorize the City Manager to release funds based on the following:
 - a. Prior to the commencement of each project, with documentation to follow.
 - b. Upon receipts being presented which demonstrates completion of the project.
3. ARP Grant shall not exceed \$750,000.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING APPROVAL OF THE LEESBURG CDC
AMERICAN RECOVERY ACT GRANT PROJECT LIST; AUTHORIZING THE
CITY MANAGER TO DISBURSE FUNDS PURSUANT TO PROJECT
COMMENCEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby accepts and approves the Leesburg CDC American Recovery Funds project list as attached.

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 13th day of December 2021.

Mayor

ATTEST:

City Clerk



Board of Directors

Pastor John Christian, Chairman
Carolyn Samuel, Vice Chairman
Bettye S. Coney, Secretary
Frazier Marshall, Treasurer
Randy Hepburn
Dr. Erika Jasper

Martinis McDuffie
Pastor Tony Person
Daniel Richardson .

Building Communities...Improving Lives

August 16, 2021

**City of Leesburg
Al Minner, City Manager
501 W. Meadow Street
Leesburg, Florida 34748**

Re: American Recovery Funding

Dear Mr. Minner:

In response to the Leesburg City Commission request we are submitting our proposed use of \$750,000.00 in funding. As you are aware the Community Development Corporation has been working to improve blight and assist the hardest hit areas of Covid-19 and poverty within our City. We believe the projects that we have proposed will meet many issues the City of Leesburg residents have struggled with for years and will prepare our City for the future.

Project #1 – Carver Heights Grocery Store

Owner Mr. Eawn Heron

Address: 800 Beecher Street, Leesburg, Florida 34748

Consists of – Grocery Store, Game Room, 4 – 1/1 Bedroom Apartments

Proposed Use – Improve Grocery Store to provide affordable, healthy food for neighborhood residents. Game room – re-purposed to small business or expansion of grocery store. 4 apartments will serve as affordable senior rental housing.

Cost :\$350,000.00 to \$400,000.00

Project #2 – Pine Street

Owner – Community Development Corporation of Leesburg Inc.

Address – 327 Pine Street, Leesburg, Florida 34748

Consist of Abandoned Restaurant

Proposed Use – Upgrade of Rehabilitation of Restaurant

Cost: \$225,000.00

**COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG & VICINITY
314 S. CANAL STREET, LEESBURG, FL 34748
PHONE: (352) 314-8868 FAX: (352) 314-9479
www.leesburgcdc.org
CDC of Leesburg & Vicinity is a 501 (c) 3 Non-Profit Corporation**

Project #3 – Snow Place

Owner – Community Development Corporation of Leesburg Inc.

Address – 203 Snow Place , Leesburg, Florida 34748

Consists of 3 Triplexes and approximately 5 acres of Land

Proposed Use of Funds: LPG is working on conceptual plan to present for funding for a mixed use project.

Cost: \$4,000.00 Conceptual Plan CHDO Preparation: \$3,500.00

Cost of Engineering and Site Plan : \$50,000.00

Cost of Renovation: \$150,000.00

Project #4 – Social Awareness and Community Engagement

These funds will assist in connecting the community with CDC projects, City of Leesburg projects and bringing awareness of Covid-19 information. We will also provide opportunities for historical information and dissemination of important information.

Cost: \$50,000.00

Total Estimated Need: \$882,500.00

Thank You for your consideration and improvements of the City of Leesburg and CDC of Leesburg Projects. We humbly request funds released to CDC so we can make necessary changes to blighted areas in the City of Leesburg.

Sincerely,



John H. Christian II
Board Chairman

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: December 13, 2021

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Capital Projects, Electric, Wastewater, Airport, and Health Insurance Funds for the Fourth Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2020-21 budget for the Fourth Quarter.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

General Fund	Amount	Funding Source
Assistance to FF Grant (Fire)	\$ 227,123	Federal Grant
Increase Marina Fuel Budget Sales)	41,531	Charges for Services (Marina Fuel
Kids Korner Tree Damage Ins. Reimb.	41,579	Recovery from Losses
American Rescue Plan Act Funds	<u>3,155,707</u>	Federal Grant
Total General Fund	\$3,465,940	

Capital Projects	Amount	Funding Source
Cancel Canal/Dixie Design Project	\$ (100,000)	Transfer from GLCRA
American Rescue Plan Act Funds	<u>2,400,000</u>	Federal Grant
Total Capital Projects Fund	\$2,300,000	

Electric Fund	Amount	Funding Source
Increase Water leak damage Project	<u>\$ 101,824</u>	Fund Balance
Total Electric Fund	\$ 101,824	

Wastewater Fund	Amount	Funding Source
American Rescue Plan Act Funds	\$6,300,000	Federal Grant
FDEP Grant for 6 Generators at Lift Stations increase in proceeds	<u>28,441</u>	Federal Grant

Total Wastewater Fund **\$6,328,441**

Airport Fund	Amount	Funding Source
US Customs & Border Protection Facility		
Rehabilitation Grant increase in proceeds	\$ 19,000	State Grant
Total Airport Fund	\$ 19,000	

Health Insurance Fund	Amount	Funding Source
Recognize Stop Loss Payments to City	\$ 300,000	Miscellaneous Revenues
Total Health Insurance Fund	\$ 300,000	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2020-21 budget for the General, Capital Projects, Electric, Wastewater, Airport, and Health Insurance Funds for the Fourth Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

Submission Date and Time: 12/8/2021 10:54:20 AM

<u>FUND</u>	FY 2021 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2021 <u>AMENDED</u>
General	29,782,792	3,465,940	33,248,732
Stormwater	1,918,213	-	1,918,213
Housing Assistance	138,166	-	138,166
Greater Leesburg CRA	717,458	-	717,458
Carver Heights CRA	475,897	-	475,897
Hwy 441/27 CRA	1,271,165	-	1,271,165
Debt Service	1,616,170	-	1,616,170
Capital Projects	12,702,325	2,300,000	15,002,325
Electric	80,781,463	101,824	80,883,287
Gas	8,290,099	-	8,290,099
Water	12,051,750	-	12,051,750
Wastewater	43,966,455	6,328,441	50,294,896
Solid Waste	4,781,079	-	4,781,079
Airport	9,913,602	19,000	9,932,602
Police Pension	1,908,772	-	1,908,772
Fire Pension	1,635,047	-	1,635,047
General Employees Pension	3,335,414	-	3,335,414
Health Insurance	9,017,877	300,000	9,317,877
Workers' Compensation	1,660,100	-	1,660,100
Risk Management	896,801	-	896,801
Discretionary Sales Tax	1,877,603	-	1,877,603
Gas Tax	1,203,665	-	1,203,665
Police Impact Fees	117,124	-	117,124
Recreation Impact Fees	-	-	-
Building Permits	1,422,241	-	1,422,241
Police Forfeiture	7,000	-	7,000
Police Education Receipts	6,000	-	6,000
Fleet Services	4,687,380	-	4,687,380
Total	236,181,658	12,515,205	248,696,863

4th Quarter Budget Adjustments Additional Information

Fund:	Description	Amount	Reason
General Fund			
Fire	Assistance to FF Grant from FEMA- Battery Powered Hydraulic Extrication Tool	227,123	Grant was awarded to City 8/5/21, City Commission approved 1/25/21
Marina	Increase Marina Fuel Purchases Budget for increased Fuel Sales	41,531	Additional Revenue was brought in above the current budget
PW Facilities	Kids Korner Playground Tree Damage/Recognize Insurance Reimbursement	41,579	City was reimbursed this amount, add to current budget to make necessary repairs to equipment
Miscellaneous	American Rescue Plan Act Funds	3,155,707	City Commission approved the plan 9/27/21
	Total General Fund	3,465,940	
Capital Projects			
	American Rescue Plan Act Funds	2,400,000	City Commission approved the plan 9/27/21
	Cancel Canal/Dixie Project- Send funds back to the GLCRA	(100,000)	Project did not move forward
	Total Capital Projects Fund	2,300,000	
Electric Fund			
	Additional Funds for Water leak at Electric Department Repair	101,824	City Commission approved 8/9/21 Johnson -Laux Construction Contract
	Total Electric Fund	101,824	
Wastewater Fund			
	American Rescue Plan Act Funds	6,300,000	City Commission approved the plan 9/27/21
	Increase FDEP Grant for 6 Generators at Lift Stations	28,441	City received additional Grant Funds
	Total Wastewater Fund	6,328,441	
Airport Fund			
	Increase FDOT Grant for US Customs & Border Protection Facility Rehab Project	19,000	City received additional Grant Funds
	Total Airport Fund	19,000	
Health Insurance Fund			
	Recognize Stop Loss Insurance Payments for High Claims	300,000	City received additional revenue due to high claims in FY 21, increase budget
	Total Health Insurance Fund	300,000	
	Total Budget Adjustments	12,515,205	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR THE GENERAL, CAPITAL PROJECTS,
ELECTRIC, WASTEWATER, AIRPORT, AND HEALTH INSURANCE FUNDS FOR THE
FOURTH QUARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2020-21 on September 30, 2020, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2020-21 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2020-21 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2020-21 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2020-21 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	3,382,830
Charges for Services	41,531
Miscellaneous Revenues	41,579
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	3,465,940

PROPOSED APPROPRIATIONS

General Government	2,190,579
Public Safety	227,123
Culture/ Recreation	41,531
Non-Expenditures:	
Reserve for Future Use	1,006,707
TOTAL PROPOSED APPROPRIATIONS	3,465,940

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	2,400,000
Other Financing Sources:	
Transfer from Other Funds	(100,000)
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,300,000

PROPOSED APPROPRIATIONS

Transportation	2,300,000
TOTAL PROPOSED APPROPRIATIONS	2,300,000

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	101,824
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	101,824

PROPOSED APPROPRIATIONS

Physical Environment	101,824
TOTAL PROPOSED APPROPRIATIONS	101,824

WASTEWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	6,328,441
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	6,328,441

PROPOSED APPROPRIATIONS

Physical Environment	6,328,441
TOTAL PROPOSED APPROPRIATIONS	6,328,441

AIRPORT FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	19,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	19,000

PROPOSED APPROPRIATIONS

Transportation	19,000
TOTAL PROPOSED APPROPRIATIONS	19,000

HEALTH INSURANCE FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Miscellaneous Revenues	300,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	300,000

PROPOSED APPROPRIATIONS

General Government	300,000
TOTAL PROPOSED APPROPRIATIONS	300,000

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Charges for Services	41,531
Other Sources	0
Intergovernmental Revenue	12,130,271
Miscellaneous Revenue	341,579
Total Estimated Revenues	12,513,381
Other Financing Sources:	
Transfer from Other Funds	(100,000)
Fund Balance Appropriated	101,824
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	12,515,205

PROPOSED APPROPRIATIONS

Transportation	2,319,000
Public Safety	227,123
General Government	2,490,579
Physical Environment	6,430,265
Culture/Recreation	41,531
Non Expenditures:	
Reserve for Future Use	1,006,707
TOTAL PROPOSED APPROPRIATIONS	12,515,205

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 13th day of December 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: December 13, 2021

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the renewal of a Highway Maintenance Agreement with FDOT for maintenance of US 441 and US 27 right of way in Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends renewal of the existing highway maintenance agreement with FDOT for maintenance responsibilities of the US 441 right of way from CR 473 to MLK Boulevard and the US 27 right of way from Griffin Road to CR 48.

Analysis:

The City entered into a Highway Maintenance Agreement with FDOT on January 14th, 2019. The term of the agreement was three years with a single three-year renewal option. The agreement delegates the right of way maintenance responsibility of US 441 and US 27 from FDOT to the City for a reimbursable fee. The reimbursable fee does not cover the entire cost to maintain the right of way to the higher standards of the City, but does supplement the general fund for this expense.

Since enhancing the appearance of our main corridors has been a high priority over the last several years, the addition of aesthetically pleasing landscape throughout the right of way and medians on US 441 and US 27 requires increased maintenance than FDOT provides. Through this agreement, the City is able to provide a higher level of maintenance and get reimbursed by FDOT for the level of service FDOT would provide, thereby utilizing those funds in a more beneficial manner.

Procurement Analysis:

N/A

Options:

1. Execute the Highway Maintenance Agreement Renewal with FDOT: or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Renewing this agreement will supplement the Grounds Maintenance budget by \$132,056 annually over

the next three years.

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEEBURG,
FLORIDA AUTHORIZING THE RENEWAL OF A HIGHWAY
MAINTENANCE AGREEMENT WITH FDOT FOR MAINTENANCE OF US
441 AND US 27 RIGHT OF WAY IN LEESBURG; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a highway maintenance agreement renewal with the Florida Department of Transportation, whose address is 1405 Thomas Avenue, Leesburg, Florida 34748, for maintenance of US 441 and US 27 right of way in 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 13th day of December 2021.

Mayor

ATTEST:

City Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 3/14/2018

CONTRACT NO.: ASC49

FINANCIAL PROJECT NO.:423113-1-78-02

This AGREEMENT, entered this 13th day of MARCH, 2019, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Leesburg, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 10,343 dated the 14th day of JANUARY, 2019 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.
 - b) FDOT Standard Plans, current edition, which by reference hereto shall become a part hereof.

- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
 - a) Maintain the roadway features declared deficient with the **DEPARTMENT** or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any 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 under 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 any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of 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 having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$33,014.00 per quarter, equating to \$132,056.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including MMS breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Philip Maggio. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are

measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Leesburg Operations Engineer

Name: Philip Maggio, P.E.

Address: 1405 Thomas Avenue Leesburg, FL 34748

Telephone: 352-315-3100

Email: philip.maggio@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Director of Public Works

Name: DC Maudlin

Address: P.O. Box 490630 Leesburg, FL 34749

Telephone: 352-435-9442

Email: DC.Maudlin@leesburgflorida.com

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list 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. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental **LOCAL GOVERNMENT** in the State of Florida, upon giving prior written notice to the **LOCAL**

GOVERNMENT. In the event that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) 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.

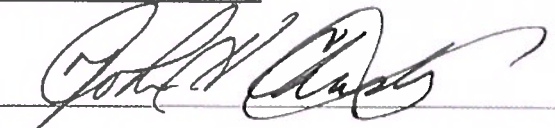
The remainder of this page is intentionally left blank

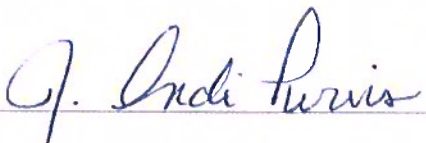
17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

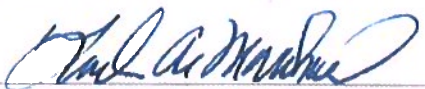
EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

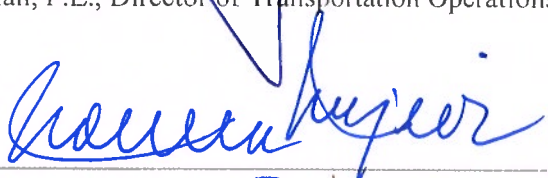
By: 
JOHN CHRISTIAN, MAYOR
Printed Name & Title

Attest: 
J. ANDI PURVIS, CITY CLERK
Printed Name & Title

Legal Approval: 

DEPARTMENT:

By: 
Alan Hyman, P.E., Director of Transportation Operations

Attest: 
Wonda Mejias
Printed Name & Title

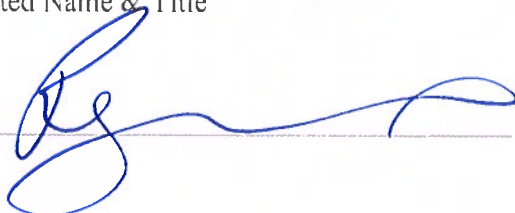
Legal Approval: 

EXHIBIT A

Resolution, following on next page.

RESOLUTION NO. 10,343

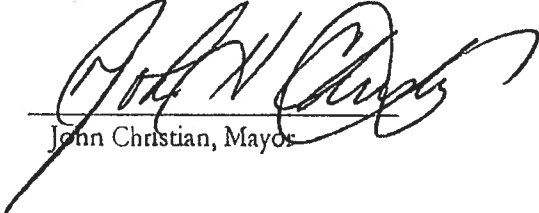
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A HIGHWAY MAINTENANCE
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR MAINTENANCE OF US 441 AND US
27 RIGHT OF WAY IN LEESBURG; AND PROVIDING AN
EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute a highway
maintenance agreement with Florida Department of Transportation whose address is 1405
Thomas Ave, Leesburg, Florida 34748, for maintenance of US 441 and US 27 right of way in
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 the 14th day of January 2019.


John Christian, Mayor

ATTEST:

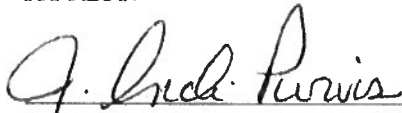

City Clerk

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
11010-000	500	From M.P. 6.035-6.178; 6.313-11.795	5.625 mi
11010-047	500	From M.P. 0.091-2.463	2.372 mi
11200-000	25	From M.P. 32.655-33.710	1.055 mi
11040-000	25	From M.P. 0.000-5.793	5.793 mi
11040-100	25	From M.P. 0.000-0.234	0.234 mi

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: December 13, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by VGP Leesburg 1, LLC, for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.

Staff Recommendation:

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

Analysis:

VGP, Leesburg 1, LLC, is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, rescue 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: 12/8/2021 10:58:39 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT IN FAVOR OF THE CITY OF LEESBURG, GRANTED BY VGP LEESBURG 1, LLC, FOR THE PURPOSE OF PERMITTING THE CITY TO INSTALL AND MAINTAIN UTILITY SERVICES WITHIN THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby accepts a Utility Easement granted to it by VGP Leesburg 1, LLC, for the purpose of permitting the City to install and maintain utility services within the easement.

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 13th day of December 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 #2021142158
OR BK 5815 PG 477 - 480 (4 PGS)
DATE: 10/14/2021 11:06:10 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 6th day of OCTOBER, 2021, by VGP LEESBURG 1, LLC, whose address is 3504 Cragmont Drive, Suite 100, Tampa, Florida 33619, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

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

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

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

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

WITNESSES (two required)

Steven Montalvo
STEVEN MONTALVO
(Type or print name of Witness)

Tina Cash
Tina Cash
(Type or print name of witness)

GRANTOR: VGP LEESBURG 1, LLC, a Florida
limited liability company

BY: The Validus Group LLC, as its Manager

BY: MARIO GARCIA, JR., Manager

DATE: 10/6/2021

STATE OF FLORIDA
COUNTY OF HELBOROUGH

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Mario Garcia, Jr., as Manager of The Validus Group LLC, the sole manager of VGP Leesburg 1, LLC, who acknowledged before me that he executed this instrument on the 6 day of OCTOBER, 2021, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Hector Perez
NOTARY PUBLIC
Hector Perez
Type or print name of Notary

GG 250126
Commission Number
08/19/2022
Commission expiration date

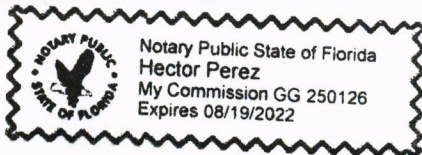


EXHIBIT "A"

SKETCH OF DESCRIPTION: Power Easement

DESCRIPTION:

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

Commence at the East 1/4 corner of Section 23, Township 19 South, Range 25 East, Lake County, Florida; thence run South 89°47'30" West, along the East-West mid section line of aforesaid Section 23, a distance of 3045.50 feet; thence South 00°10'00" East, a distance of 130.95 feet to the Southerly right-of-way line of US Highway 441; thence run South 72°22'19" East, along said Southerly right-of-way line, a distance of 49.53 feet to the point of curvature of a curve, concave Southwesterly, and having a radius of 7599.11 feet; thence run Southeasterly, along the arc of said curve and said Southerly right-of-way, an arc distance of 418.58 feet, said arc having a central angle of 03°06'57"; thence S14 24°52'W, 17.10 feet; thence S17 07°13'E, 34.00 feet; thence S14 29°02'W, 50.11 feet to the Point of Beginning; thence continue S14 29°02'W, 10.00 feet; thence N75 57°47'W, 0.56 feet; thence S14 29°02'W, 30.66 feet; thence N75 57°47'W, 36.93 feet; thence S15 08°28'W, 10.19 feet; thence S30 47°51'E, 4.21 feet; thence S75 55°51'E, 34.61 feet; thence S14 29°02'W, 10.00 feet to reference point A; thence N75 55°51'W, 38.70 feet; thence N30 47°51'W, 12.60 feet; thence N15 08°28'E, 24.24 feet; thence S75 57°47'E, 36.82 feet; thence N14 29°02'E, 30.66 feet; thence S75 57°47'E, 10.56 feet to the Point of beginning.

Together With:

Commence at aforesaid reference point A, thence S14 29°02'W, 58.89 feet; thence S76 08°42'E, 84.75 feet to a Point of Beginning; thence continue S76 08°42'E, 10.07 feet; thence S07 09°07'W, 10.33 feet to a point of curvature of a curve concave to the west; thence run southerly along said curve having a radius of 10.00 feet, a delta of 16 17°05", a chord bearing of S15 17°40'W, an arc distance of 2.84 feet to a point of tangency; thence S23 26°12'W, 74.00 feet to a point of curvature of a curve concave to the northwest; thence run southwesterly along said curve having a radius of 15.00 feet, a delta of 81 22°45", a chord bearing of S64 07°35'W, an arc distance of 21.31 feet to a point of tangency; thence N75 11°03'W, 58.25 feet; thence N14 48°57'E, 10.00 feet; thence S75 11°03'E, 58.25 feet to a point of curvature of a curve concave to the northwest; thence run northeasterly along said curve having a radius of 5.00 feet, a delta of 81 22°45", a chord bearing of N64 07°35'E, an arc distance of 7.10 feet to a point of tangency; thence N23 26°12'E, 74.00 feet; thence N07 09°07'E, 11.50 feet to the Point of beginning.

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

SECOM LLC
114 Jupiter Lane
LONGWOOD, FL 32770 (407) 884-2481

GARY A. BURDEN
SECOM LLC,
LICENSED BUSINESS # 7809

SHEET 1 OF 2

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

PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 3691

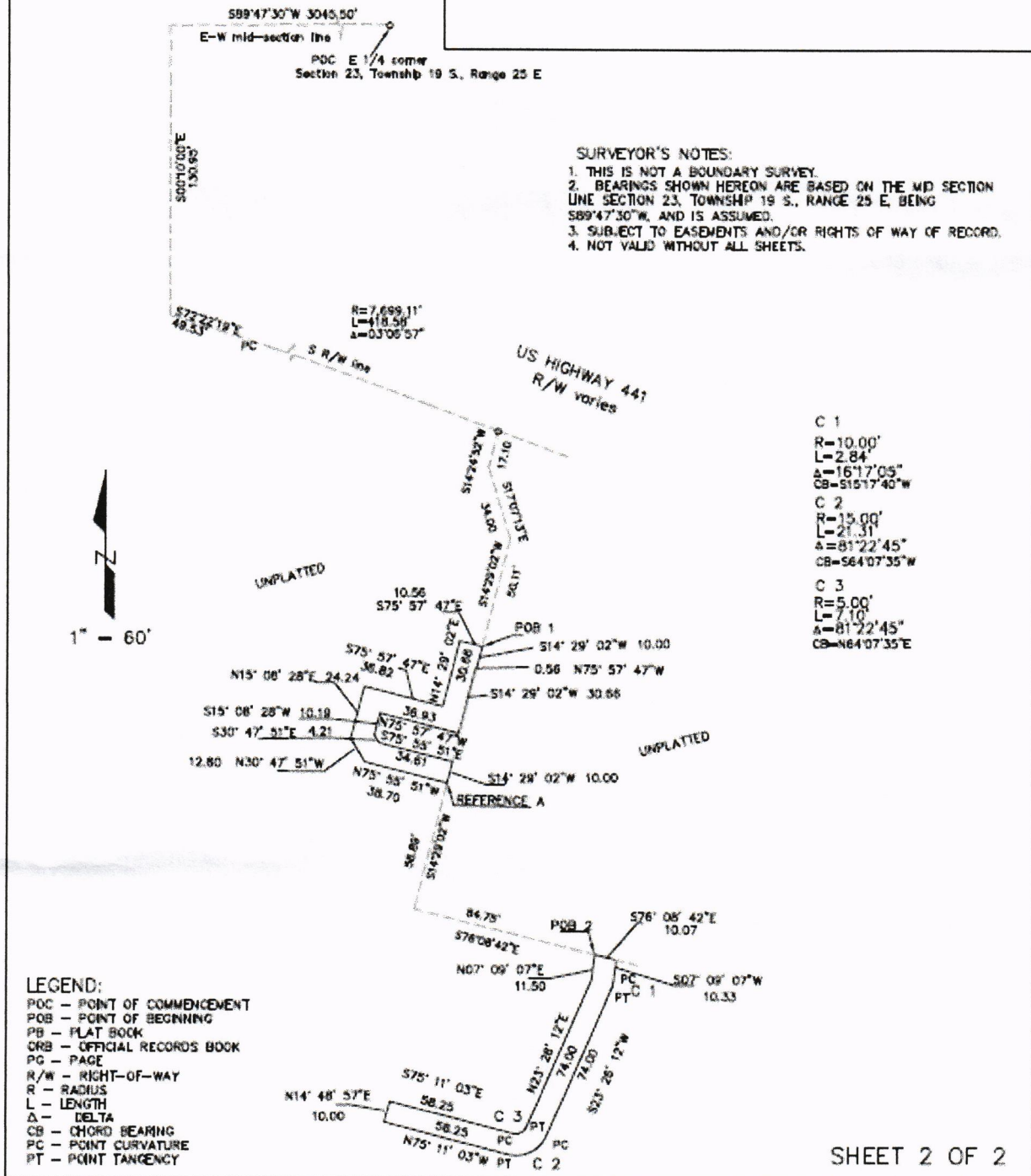
PROJECT NUMBER: 2020-55

DRAWING No: POWER EASEMENT

DATE: 08/20/2021

REVISED:

SKETCH OF DESCRIPTION: Power Easement



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: December 13, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by Jesse A. Folker and Christine Folker, for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Jesse A. Folker and Christine Folker to the City of Leesburg, Florida.

Analysis:

Jesse A. Folker and Christine Folker 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, rescue 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: 12/8/2021 10:59:16 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT IN FAVOR OF THE CITY OF LEESBURG, GRANTED BY JESSE A. FOLKER AND CHRISTINE FOLKER, FOR THE PURPOSE OF PERMITTING THE CITY TO INSTALL AND MAINTAIN UTILITY SERVICES WITHIN THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby accepts a Utility Easement granted to it by Jesse A. Folker and Christine Folker, for the purpose of permitting the City to install and maintain utility services within the easement.

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 13th day of December 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 #2021142159
OR BK 5815 PG 481 - 482 (2 PGS)
DATE: 10/14/2021 11:06:10 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$18.50 DEED DOC \$0.70

RESERVED FOR RECORDING

THIS EASEMENT given the 15th day of Sept, 2021, by **JESSE A. FOLKER AND CHRISTINE FOLKER, HUSBAND AND WIFE**, whose address is 2880 David Walker Road, #117, Eustis, Florida 32726, 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:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S89°30'30"E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 FOR 20.24 FEET, THENCE S00°35'30"W FOR 24.92 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF TUSCAWILLA DRIVE AND THE EAST RIGHT OF WAY LINE OF SLEEPY HOLLOW DRIVE; THENCE CONTINUE S00°35'30"W ALONG SAID RIGHT OF WAY OF SLEEPY HOLLOW DRIVE FOR A DISTANCE OF 286.06 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID RIGHT OF WAY RUN S90°00'00"E, 129.92 FEET; THENCE S00°00'00"W, 10.00 FEET; THENCE N90°00'00"W, 129.92 FEET TO A POINT ON SAID RIGHT OF WAY OF SUNNYSIDE DRIVE; THENCE RUN N00°35'50"E ALONG SAID RIGHT OF WAY A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

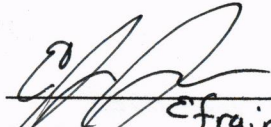
for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall 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.

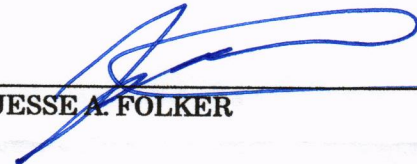
IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number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

WITNESSES (two required)

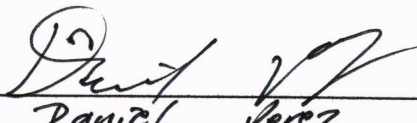
GRANTOR:



Efrain Jacob
(Type or print name of Witness)



JESSE A. FOLKER



Daniel Perez
(Type or print name of witness)



CHRISTINE FOLKER

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared, either by means of ☒ physical presence, or ☐ online notarization, Jesse A. Folker and Christine Folker, who acknowledged before me that they executed this instrument on the 15th day of SEPTEMBER, 2021, and who were either ☒ personally known to me, or who ☐ produced _____ as identification.

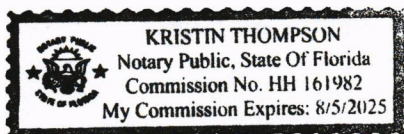


NOTARY PUBLIC
KRISTIN THOMPSON
Type or print name of Notary

HH161982

Commission Number
8/5/2025

Commission expiration date



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: December 13, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in favor of the City of Leesburg, granted by Jugle E. Smith III and Dianne H. Smith, for the purpose of permitting the city to install and maintain utility services within the easement; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Jugle E. Smith III and Dianne H. Smith to the City of Leesburg, Florida.

Analysis:

Jugle E. Smith III and Dianne H. Smith 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: 12/8/2021 10:59:53 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT IN FAVOR OF THE CITY OF LEESBURG, GRANTED BY JUGLE E. SMITH III AND DIANNE H. SMITH, FOR THE PURPOSE OF PERMITTING THE CITY TO INSTALL AND MAINTAIN UTILITY SERVICES WITHIN THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby accepts a Utility Easement granted to it by Jugle E. Smith III and Dianne H. Smith, for the purpose of permitting the City to install and maintain utility services within the easement.

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 13th day of December 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 #2021166090
OR BK 5848 PG 380 - 383 (4 PGS)
DATE: 12/1/2021 3:42:29 PM
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 6th day of October, 2021, by JUGLE E. SMITH III AND DIANNE H. SMITH, HUSBAND AND WIFE, whose address is 2600 Youngs 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:

AS DESCRIBED ON SCHEDULE "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)

Amanda K Holt
Amanda K. Holt
(Type or print name of Witness)

Tracy Myer
(Type or print name of witness)

GRANTOR:

Jugle E. Smith III
JUGLE E. SMITH III

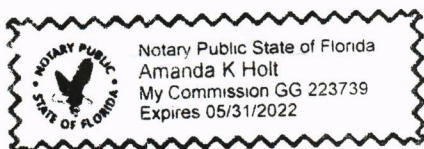
Dianne H. Smith
DIANNE H. SMITH

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared, either by means of ☒ physical presence, or ☐ online notarization, Jugle E. Smith III and Dianne H. Smith, who acknowledged before me that they executed this instrument on the 6th day of October, 2021, and who were either ☒ personally known to me, or who ☐ produced _____ as identification.

Amanda K. Holt
NOTARY PUBLIC
Amanda K. Holt
Type or print name of Notary

GG223739
Commission Number
05/31/2022
Commission expiration date



SCHEDULE "A"

DESCRIPTION

A portion of Section 33, Township 19 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

Commence at the North quarter corner of Section 33, Township 19 South, Range 24 East, Lake County, Florida; thence South 00°00'00" East, a distance of 1,320.00 feet along the West line of the Northeast quarter of said Section 33; thence departing said West line, North 90°00'00" East, a distance of 1,020.62 feet along the North line of the Southwest quarter of the Northeast quarter of said Section 33 to the Northwest corner of lands described in Official Records Book 3098, Page 2222, of the Public Records of Lake County, Florida, also being the POINT OF BEGINNING; thence continue along said North line, North 90°00'00" East, a distance of 261.66 feet to the East line of said described lands; thence departing said North line, South 00°00'00" East, a distance of 10.00 feet along said East line to a line 10 feet South of and parallel to aforementioned North line of said described lands; thence departing said East line, North 90°00'00" West, a distance of 251.66 feet along said parallel line to a line that is 10 feet East of and parallel with the West line of said described lands; thence departing aforementioned parallel line, South 00°00'00" East, a distance of 260.00 feet along said parallel line; thence departing said parallel line, South 90°00'00" West, a distance of 10.00 feet to the West line of said described lands; thence North 00°00'00" East, a distance of 270.00 feet along said West line to the POINT OF BEGINNING.

Containing 5,217 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of the Northeast quarter of Section 33, Township 19 South, Range 24 East, Lake County, Florida, being South 00°00'00" 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.

Sketch of Description	Date: September 14, 2021 DR		Certification Number LB2108 66937001
	Job Number: 66937	Scale: 1" = 200'	 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		
FOR KAM Services, Inc.	EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288		

SKETCH OF DESCRIPTION

NORTH LINE OF SECTION 33

POINT OF COMMENCEMENT
NORTH QUARTER CORNER
OF SECTION 33, TOWNSHIP
19 SOUTH, RANGE 24 EAST

WEST LINE OF THE NE 1/4 OF SECTION 33
(BASIS OF BEARINGS)

L1

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°00'00"E	1320.00'
L2	N90°00'00"E	1020.62'
L3	N90°00'00"E	261.66'
L4	S00°00'00"E	10.00'
L5	N90°00'00"W	251.66'
L6	S00°00'00"E	260.00'
L7	N90°00'00"W	10.00'
L8	N00°00'00"E	270.00'



NORTH LINE OF THE
LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK
3098, PAGE 2222

POINT OF BEGINNING
NW CORNER OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 3098, PAGE 2222

L2

YOUNGS ROAD

L3

N LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 33

PARCEL ID: 33-19-24-
0001-000-00500
TRACEY J MYER &
KRISTEN G MYER

PARCEL ID: 33-19-24-
-0001-000-00501
TRACEY J MYER &
KRISTEN G MYER

PARCEL ID: 33-19-24-
0001-000-00500
TRACEY J MYER &
KRISTEN G MYER

PARCEL ID:
33-19-24-0001-000-03400
CENTRAL FLORIDA EXCAVATING INC

EAST LINE OF THE
LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK
3098, PAGE 2222

PARCEL ID: 33-19-24-
0001-000-03500
JUGLE E SMITH III &
DIANNE H SMITH

WEST LINE OF THE
LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK
3098, PAGE 2222

PARCEL ID:
33-19-24-0001-000-03400
CENTRAL FLORIDA EXCAVATING INC



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. 66937001
Job No. 66937
Date: SEPTEMBER 14, 2021
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.12.

Meeting Date: December 13, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in favor of the City of Leesburg, granted by Florida Spa & Pool, Inc., for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from Florida Spa & Pool, Inc. to the City of Leesburg, Florida.

Analysis:

Florida Spa & Pool, 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: 12/8/2021 11:00:34 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT IN FAVOR OF THE CITY OF LEESBURG, GRANTED BY FLORIDA SPA & POOL, INC., FOR THE PURPOSE OF PERMITTING THE CITY TO INSTALL AND MAINTAIN UTILITY SERVICES WITHIN THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby accepts a Utility Easement granted to it by Florida Spa & Pool, Inc., for the purpose of permitting the City to install and maintain utility services within the easement.

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 13th day of December 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 #2021166088
OR BK 5848 PG 374 - 378 (5 PGS)
DATE: 12/1/2021 3:40:32 PM
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 7th day of October, 2021, by **FLORIDA SPA & POOL, INC.**, whose address is 30816 Airway 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:

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: FLORIDA SPA & POOL, INC.

[Signature]
Shari R. Kiser
(Type or print name of Witness)

BY: [Signature]
M.R. Martin, President

[Signature]
Jennifer Ryan
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared, either by means of ☒ physical presence, or ☐ online notarization, M.R. Martin, as President of Florida Spa & Pool, Inc., who acknowledged before me that he executed this instrument on the 7th day of Oct., 2021, and who was either ☐ personally known to me, or who ☒ produced FIDL as identification.

[Signature]
NOTARY PUBLIC
Jennifer Ryan
Type or print name of Notary

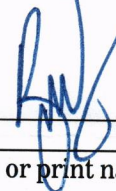
HH 030262
Commission Number
8/9/2024
Commission expiration date



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 3953, Page 839, 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.

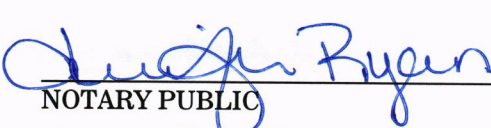
UNITED SOUTHERN BANK

BY: 

WILLIAM S. WONUS, SENIOR VICE PRESIDENT
Type or print name and position or title

STATE OF Florida
COUNTY OF Lake

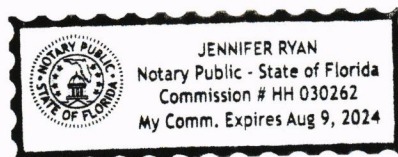
BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, William S. Wonus, the SVP of United Southern Bank, who acknowledged before me that (s)he executed this instrument on the 7 day of Oct., 2021, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.


NOTARY PUBLIC

Jennifer Ryan
Type or print name of Notary

HH 030262
Commission Number

8/9/2021
Commission expiration date



WSP Consultants, Inc.**SURVEYORS & MAPPERS**

18815 ANNELIS DRIVE, LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:
LB 7188, STATE OF FLORIDA**THIS SKETCH IS NOT A SURVEY**

SHEET 1 OF 2

EXHIBIT "A"

**SKETCH AND DESCRIPTION
CITY OF LEESBURG UTILITY EASEMENT****SECTION 28 - TOWNSHIP 19 SOUTH - RANGE 24 EAST****DESCRIPTION OF CITY OF LEESBURG UTILITY EASEMENT**

A PARCEL OF LAND BEING A PORTION OF THE SOUTH ONE-HALF (1/2) OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AND THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 28;

THENCE ON A GRID BEARING OF S89°20'10"E ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°56'10"E A DISTANCE OF 220.90 FEET;

THENCE N89°21'30"W A DISTANCE OF 75.00 FEET;

THENCE N00°56'10"E A DISTANCE OF 60.21 FEET;

THENCE S89°03'50"E A DISTANCE OF 10.00 FEET

THENCE S00°56'10"W A DISTANCE OF 50.16 FEET;

THENCE S89°21'30"E A DISTANCE OF 75.00 FEET;

THENCE S00°56'10"W A DISTANCE OF 230.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 44 (100 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N89°20'10"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, CONTAINING 3,560.90 SQUARE FEET, MORE OR LESS.

BEARING NOTE

THE BEARINGS SHOWN HEREON ARE GRID AND ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 44, HAVING A GRID BEARING OF S89°20'10"E.

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING STATED IN RULES 5J-17.051 THROUGH 5J-17.053 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

SEE SHEET 2 OF 2 FOR EASEMENT SKETCH

REVISIONS

DATE

BY

WILLIAM S. PAYNE

PROFESSIONAL SURVEYOR AND MAPPER #LS 5685
WSP CONSULTANTS, INC., #LB7188DATE OF SKETCH
07/20/2021DRAWN BY
WSPCHECKED BY
WSPFILE NAME
FL195-EASE

WSP Consultants, Inc.

SURVEYORS & MAPPERS

18815 ANNELIS DRIVE, LUTZ, FL 33548

PHONE (813) 909-2420

PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION:
LB 7188, STATE OF FLORIDA

THIS SKETCH IS NOT A SURVEY

SHEET 2 OF 2

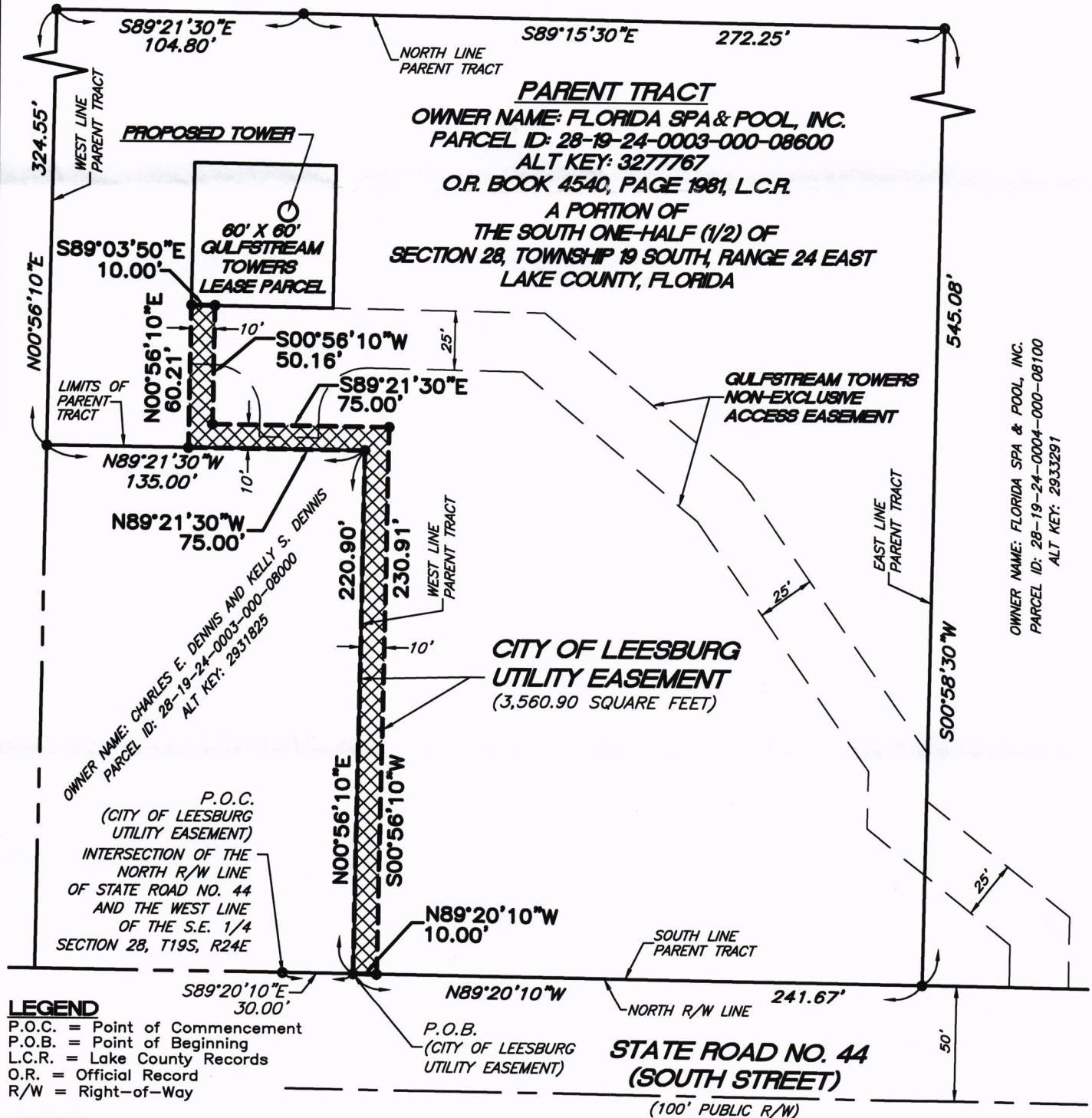


SCALE: 1" = 60'

BEARINGS ARE GRID

SKETCH AND DESCRIPTION CITY OF LEESBURG UTILITY EASEMENT

SECTION 28 - TOWNSHIP 19 SOUTH - RANGE 24 EAST



REVISIONS

DATE

BY

DATE OF SKETCH
07/20/2021

DRAWN BY
WSP

CHECKED BY
WSP

FILE NAME
FL195-EASE

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: December 13, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by C. Ryan Bernard and Leah S. Bernard, for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution accepting a Utility Easement from C. Ryan Bernard and Leah S. Bernard, to the City of Leesburg, Florida.

Analysis:

C. Ryan Bernard and Leah S. Bernard 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, rescue 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: 12/8/2021 11:01:13 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT IN FAVOR OF THE CITY OF LEESBURG, GRANTED BY C. RYAN BERNARD AND LEAH S. BERNARD, FOR THE PURPOSE OF PERMITTING THE CITY TO INSTALL AND MAINTAIN UTILITY SERVICES WITHIN THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby accepts a Utility Easement granted to it by C. Ryan Bernard and Leah S. Bernard, for the purpose of permitting the City to install and maintain utility services within the easement.

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 13th day of December 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 #2021142156
OR BK 5815 PG 469 - 471 (3 PGS)
DATE: 10/14/2021 11:06:10 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$27.00 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 13 day of September, 2021, by C. RYAN BERNARD AND LEAH S. BERNARD, HUSBAND AND WIFE, whose address is 3201 Youngs 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 FEET WIDE UTILITY EASEMENT BEING IN A PORTION OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE PROCEED N. 89°53'22" E., ALONG THE NORTH LINE OF SAID S.W. 1/4 OF N.W. 1/4, A DISTANCE OF 537.85 FEET; THENCE S. 00°06'54" E., DEPARTING FROM SAID NORTH LINE A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF YOUNGS ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING PROCEED N. 89°53'22" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID YOUNGS ROAD, A DISTANCE OF 426.97 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY OF A DRAINAGE DITCH AND A POINT HEREBY DESIGNATED AS POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND PROCEED S. 00°06'54" E., A DISTANCE OF 390.00 FEET; THENCE N. 89°53'06" E., A DISTANCE OF 10.00 FEET; THENCE N. 00°06'54" W, A DISTANCE OF 380.00 FEET; THENCE N. 89°53'22" E., A DISTANCE OF 403.58 FEET, MORE OR LESS, TO THE AFORESAID WEST RIGHT OF WAY OF A DRAINAGE DITCH; THENCE N. 05°56'08" E., ALONG SAID RIGHT OF WAY A DISTANCE OF 10.06 FEET TO INTERSECT THE AFOREMENTIONED POINT "A".

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)

Heri Sellers
Heri Sellers
(Type or print name of Witness)

Josi Brown
Josi Brown
(Type or print name of witness)

GRANTOR:

C. RYAN BERNARD
C. RYAN BERNARD

LEAH S. BERNARD
LEAH S. BERNARD

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared, either by means of ☒ physical presence, or ☐ online notarization, C. RYAN BERNARD and LEAH S. BERNARD, who acknowledged before me that they executed this instrument on the 14 day of September, 2021, and who were either ☒ personally known to me, or who ☐ produced _____ as identification.

Morgan Sellars
NOTARY PUBLIC
Morgan Sellars
Type or print name of Notary

GG 264058
Commission Number
10/01/22
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 5706, Page 2161, 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.

UNITED SOUTHERN BANK

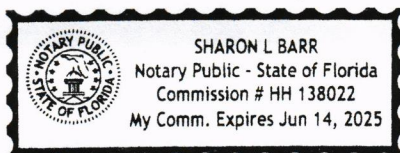
BY: 
MICHAEL STEPHENS SR. V.P.
Type or print name and position or title

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared, either by means of ☒ physical presence, or ☐ online notarization, MICHAEL STEPHENS, the SR. V.P. of United Southern Bank, who acknowledged before me that (s)he executed this instrument on the 13th day of SEPTEMBER, 2021, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.


NOTARY PUBLIC
SHARON L BARR
Type or print name of Notary

HH 138022
Commission Number
JUNE 14, 2025
Commission expiration date



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.14.

Meeting Date: December 13, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in Favor of the City of Leesburg, granted by T5 Leesburg, LLC, for the purpose of permitting the City to install and maintain utility services within the easement; and providing an effective date.

Staff Recommendation:

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

Analysis:

T5 Leesburg, LLC, is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, rescue 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: 12/8/2021 11:01:53 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT IN FAVOR OF THE CITY OF LEESBURG, GRANTED BY T5 LEESBURG, LLC, FOR THE PURPOSE OF PERMITTING THE CITY TO INSTALL AND MAINTAIN UTILITY SERVICES WITHIN THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City of Leesburg hereby accepts a Utility Easement granted to it by T5 Leesburg, LLC, for the purpose of permitting the City to install and maintain utility services within the easement.

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 13th day of December 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 #2021142157
OR BK 5815 PG 472 - 476 (5 PGS)
DATE: 10/14/2021 11:06:10 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 7th day of OCTOBER, 2021, by T5
LEESBURG, LLC, whose address is 5795 Ulmerton Road, Clearwater, Florida 33760, hereafter referred
to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL
34749-0630, hereafter referred to as Grantee,

WITNESSETH:

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

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of
underground or above ground utilities, including but not limited to water, sewer, reuse water, natural
gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall
repair any such damage at its expense, and restore the improvements to substantially the same
condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as
this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the
purpose of conducting any activities permitted by this Easement provided that such right of passage
shall not interfere substantially with Grantor's use of its adjoining property.

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

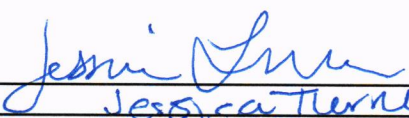
IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above
written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named
above, and shall be interpreted as being singular or plural, and shall be considered to have the person,
number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

WITNESSES (two required)

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


(Type or print name of Witness)

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


(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Pinellas

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization, Rogers K. Haydon, Jr., as Manager of CSC Properties, LLC, the Manager of T5 Leesburg, LLC, who acknowledged before me that he executed this instrument on the 7 day of October, 2021, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.


NOTARY PUBLIC
Jessica Turner
Type or print name of Notary

GG 216314
Commission Number
05/09/22
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 5734, Page 1504, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

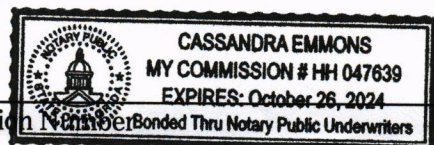
VALLEY NATIONAL BANK

BY: M/H
Marcus J. Hinze, FVP
Type or print name and position or title

STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned Notary Public, personally appeared either by means of ☒ physical presence, or ☐ online notarization Marcus Hinze, the FVP of VALLEY NATIONAL BANK, who acknowledged before me that (s)he executed this instrument on the 13 day of September, 2021, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Cassandra Simon
NOTARY PUBLIC



Commission Number _____
Type or print name of Notary
Commission expiration date

EXHIBIT "A"

SKETCH OF DESCRIPTION:
Power Easement

DESCRIPTION:

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

Commence at the East 1/4 corner of Section 23, Township 19 South, Range 25 East, Lake County, Florida; thence run South 89°47'30" West, along the East-West mid section line of aforesaid Section 23, a distance of 3045.50 feet; thence South 00°10'00" East, a distance of 130.95 feet to the Southerly right-of-way line of US Highway 441; thence run South 72°22'19" East, along said Southerly right-of-way line, a distance of 48.53 feet to the point of curvature of a curve, concave Southwesterly, and having a radius of 7699.11 feet; thence run Southeasterly, along the arc of said curve and said Southerly right-of-way, an arc distance of 418.58 feet, said arc having a central angle of 03°06'57"; thence S14 24°52'W, 17.10 feet; thence S17 07°13'E, 34.00 feet; thence S14 29°02'W, 50.11 feet to the Point of Beginning; thence S75 57°47'E, 4.40 feet; thence S14 02°13'W, 10.00 feet; thence N75 57°47'W, 4.48 feet to reference point A; thence N14 29°02'E, 10.00 feet to the point of beginning.

Together With:

Commence at aforesaid reference point A, thence S14 29°02'W, 43.85 feet to a point of Beginning; thence S75 55°51'E, 74.70 feet; thence N02 07°16'W, 84.03 feet to a point of curvature of a curve concave to the east; thence run northerly along said curve having a radius of 10.00 feet, a delta of 13 24'09", a chord bearing of N04 34°49'E, an arc distance of 2.34 feet to a point of tangency; thence N11 16°53'E, 48.26 feet; thence S78 43°07'E, 10.00 feet; thence S11 16°53'W, 48.26 feet; thence S02 07°16'E, 92.02 feet; thence S06 42°37'W, 8.48 feet; thence S07 09°07'W, 55.64 feet; thence N76 08°42'W, 10.07 feet; thence N07 09°07'E, 54.46 feet; thence N75 55°51'W, 6.45 feet to a point of curvature of a curve concave to the northeast; thence run northwesterly along said curve having a radius of 8.00 feet, a delta of 64 03'20", a chord bearing of N43 54°11'W, an arc distance of 8.94 feet to a point of tangency; thence N75 55°51'W, 64.12 feet; thence N14 29°02'E, 10.00 feet to the Point of beginning.

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

SECOM LLC
114 Jupiter Lane
LONGWOOD, FL 32779 (407) 664-2461

GARY A. BURDEN
SECOM LLC,
LICENSED BUSINESS # 7809

SHEET 1 OF 2

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

PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 3691

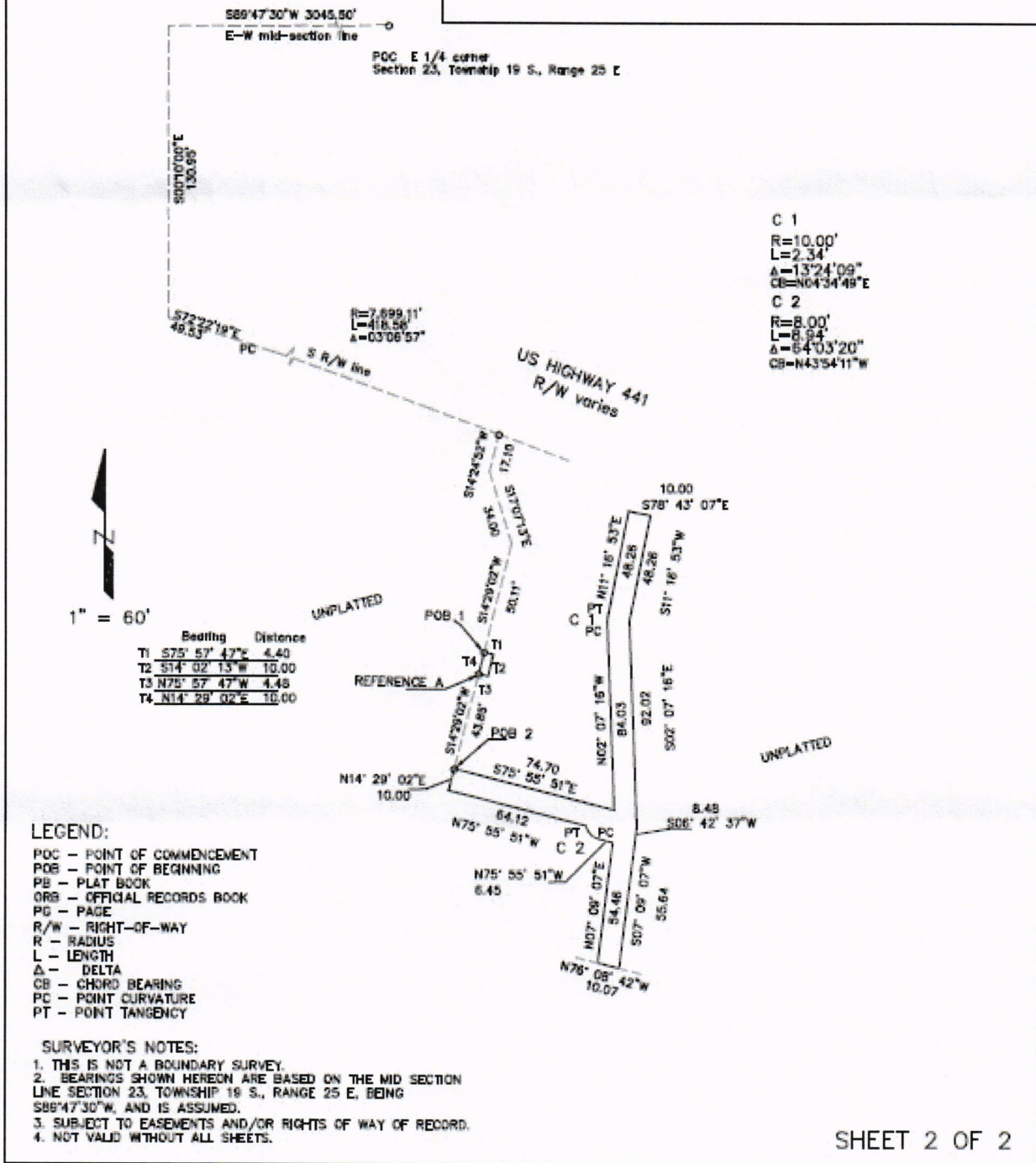
PROJECT NUMBER: 2020-55

DRAWING No: POWER EASEMENT

DATE: 08/20/2021

REVISED:

SKETCH OF DESCRIPTION: Power Easement



SHEET 2 OF 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: December 13, 2021

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 03-57, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 10, Optional Forms of Benefits; amending Section 15, Minimum Distribution of Benefits; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Staff Recommendation:

Approve the City Ordinance, which amends the General Employees Retirement Plan, Adopted pursuant to Ordinance No. 03-57.

Analysis:

Please review the attached letter from the Law Firm of Christiansen & Dehner, P.A., dated September 30, 2021 regarding amending Sections 6, 10, and 15. As per the letter, these changes are due to recent changes to the IRC (Internal Revenue Code). The changes have been approved by the City of Leesburg General Employees Board of Trustees for consideration and adoption by the City Commission.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time:

ORDINANCE NO. 21-

AN ORDINANCE OF THE CITY OF LEESBURG, FURTHER AMENDING THE CITY OF LEESBURG RETIREMENT PLAN FOR GENERAL EMPLOYEES, ADOPTED PURSUANT TO ORDINANCE NO. 03-57, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 6, Benefit Amounts and Eligibility, subsection 7., Required Distribution Date, to read as follows:

* * * * *

7. Required Distribution Date.

The Member's benefit under this Section must begin to be distributed to the Member no later than ~~April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City~~ the Member's required beginning date, as provided under Section 15.

* * * * *

SECTION 2: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 10, Optional Forms of Benefits, subsection 5.E., to read as follows:

* * * * *

- E. The Member's benefit under this Section must begin to be distributed to the Member no later than ~~April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or the calendar year in which the Member terminates employment with the City~~ the Member's required beginning date, as provided under Section 15.

* * * * *

SECTION 3: That Ordinance No. 03-57, adopting the amended and restated City of Leesburg Retirement Plan for General Employees, as subsequently amended, is further amended to amend Section 15, Minimum Distribution of Benefits, subsections 2.A., and 2.B.(1), to read as follows:

* * * * *

2. A. Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date ~~which shall not be later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70 ½) or the calendar year in which the Member terminates employment with the City.~~ For a Member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the Member terminates employment with the City. For a Member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy-two (72) or (ii) the calendar year in which the Member terminates employment with the City.

* * * * *

2. B. (1) If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70 ½, (or age 72 for a Member who would have attained age 70 ½ after December 31, 2019) if later, as the surviving spouse elects.

* * * * *

SECTION 4: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: That this Ordinance shall become effective upon its adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____, 2021.

Mayor-Commissioner, John Christian

ATTEST:

City Clerk

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 107
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

September 30, 2021

Via E-Mail: CityManager@Leesburgflorida.gov

Mr. Al Minner, City Manager
City of Leesburg
Post Office Box 490630
Leesburg, Florida 34749-0630

Re: Leesburg Retirement Plan for General Employees - Ordinance Amending Pension Plan

Dear Mr. Minner:

As you know, I represent the Board of Trustees of your Leesburg Retirement Plan for General Employees. Enclosed please find a proposed ordinance amending the City of Leesburg Retirement Plan for General Employees which has been approved by the Board for consideration and adoption by the City Commission. This ordinance amends Section 6, Benefit Amounts and Eligibility, Section 10, Optional Forms of Benefits, and Section 15, Minimum Distribution of Benefits to provide for recent changes to the IRC changing the required distribution age from 70½ to age 72.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
Enclosure

E-Copy: Patrick Donlan, with enclosure

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: December 13, 2021

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Leesburg Police Pension Plan Trustee Board for a Two-Year term to expire December 31, 2023; and providing an effective date.

Staff Recommendation:

Approve the appointment of one member to the Leesburg Police Pension Trustee Board for a two-year term to expire December 31, 2023.

Analysis:

The Police Pension Trustee Board consists of five regular members, of which two members are city-appointed positions.

Mr. William "Bud" Bowlin has served as a regular member of the Police Pension Board since being appointed in 2019. His current term is set to expire December 31, 2021. Mr. Bowlin has expressed a desire to continue as a member of this board.

A board vacancy advertisement was published in the Daily Commercial newspaper on November 11 and November 18. No applications were received.

The other city-appointed member seat expiring December 31, 2022 is currently vacant.

Procurement Analysis:

N/A

Options:

1. Appoint one member to the Police Pension Board; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 12/8/2021 11:04:36 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPOINTING ONE MEMBER TO THE LEESBURG POLICE
PENSION PLAN TRUSTEE BOARD FOR A TWO-YEAR TERM TO EXPIRE
DECEMBER 31, 2023; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission of the City of Leesburg, Florida finds there is a vacancy for one city-appointed member on the Police Pension Board;

THAT the City Commission hereby appoints _____ as a regular member of the Police Pension Board to fill the vacancy with said term to expire December 31, 2023;

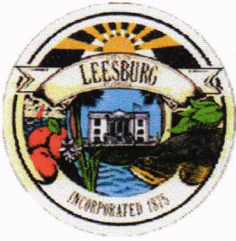
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of December 2021.

Mayor

ATTEST:

City Clerk



City of Leesburg Appointed Boards & Commission Application

Date:	December 1, 2021	Name:	William (Bud) F. Bowlin		
Mailing Address:	909 Boylston Street, Leesburg, FL 34748				
Home Address:	Same as mailing address				
Home Telephone Number	515-422-2578 (mobile)				
Business Name & Type	Retired				
Business Address:					
Business Telephone Number:					
Position					
Education, Training Or Experience Related To The Activities Of The Advisory Body To Which Appointment Is Sought:					
I have a Ph.D. in Accounting and served as Head of Finance faculty at North Dakota State University which gives me an understanding of finance and investments. I serve as a Citizen on Patrol which gives me an understanding of police operations. I am a retired AF lieutenant colonel and appreciate those individuals that dedicate themselves to protecting their community.					
Professional Organizations/Membership:					
Have You Served On A City Board Or Committee In The Past? Yes ☒ No ☐					
If Yes – Dates Served: 9/2019 - 12/2021					
Name of Board or Committee: Police Department Pension Board of Trustees					
Library Board		Historic Preservation Board			
Planning Commission		Greater Leesburg CRA			
Carver Heights & Vicinity CRA		General Employees Retirement Board of Trustees			
Fire Department Pension Board of Trustees		☒		Police Department Pension Board of Trustees	
Other (Specify):					
I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.					
William (Bud) F. Bowlin Signature of Applicant <i>William F. Bowlin</i>		Return To:		City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL 34749-0630	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: December 13, 2021

From: Al Minner, (City Manager)

Subject: Discussion Item:
Review Leesburg Arts Center/Partnership Building Usage

Staff Recommendation:

Seek funds to repair or program funds to repair facility at a later date.

Analysis:

The Commission requested this item be placed on the agenda to determine whether the mentioned facility should be demolished or repaired. The question was posed to the Commission upon the request by the Center for the Arts - Public Mural Program.

Demolition Agreement - A long standing concept is to demolish the facility in order to create open space in the downtown area which can be used for parking and/or assembly area. This project will remove a deteriorating facility and provide additional ambience to the historic downtown. However, achieving such a concept will be expenses after demolition and require relocation of the Partnership offices/storage and a location for the Arts Center. Such a beautification project may be as high as \$5 Million.

Rehabilitate Facility - Partial requests have been made to improve the current facility. The facility is in need of significant improvement, such as AC, roof, stucco, windows, flooring and restroom renovations. Estimated costs to rehabilitate the facility could be as much as \$500,000. The City has spent \$105,030 on the facility since FY 15. Below is a short list of renovations made to date:

REPAIR	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL
AC Unit	\$ 5,900		\$ 8,071					\$ 13,971
Electrical		\$ 68,405						\$ 68,405
Repaint Floors					\$ 2,654			\$ 2,654
Water Proofing							\$ 20,000	\$ 20,000
								\$ 105,030

While no action is immediately required, staff seeks direction to either plan for a major rehabilitation of the facility or move to begin planning for a CIP.

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time: