

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 24, 2026 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. Miss Leesburg Certificates

**Miss Leesburg - Claire Carlton
Teen Miss - Ryleigh Mallory
Junior Miss - Allison Waddell
Little Miss - Zuri Spurlock
Tiny Miss - Amzie Wilburth**

This year Miss Leesburg will be celebrating their 40th year and they are inviting everyone to attend their pageant on Saturday, September 12 at 2:30 P.M.

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held August 10, 2026**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No.1 with Compost USA; and providing an effective date.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from The Paces Foundation, Inc.; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from James C. Gentles and Michele J. Gentles; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager or their designee authority to accept funding from the Florida Department of Transportation (FDOT) through a grant provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute FAA Grant Agreement 3-12-0042-038-2026, for the Airfield Signage Replacement Design, for the Leesburg International Airport; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to execute a Lessor Consent to Sublease Agreement; between the City of Leesburg and Aerostat, Inc., for a sublease agreement between Aerostat, Inc. and Bob Frazer; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Forestar (USA) Real Estate Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pods 5 & 7 and Spine Road Phase 2; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida approving the First Amendment to the Proportionate Share Mitigation Agreement for Tierra Vista, as entered into by and between the School Board of Lake County, Florida, Trinity Land Company, LLC, and the City of Leesburg to extend the term of the Agreement until December 28, 2026; and providing an effective date.**
 8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Gray Robinson, P.A. for lobbying services; and providing an effective date.**
 9. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amended and Restated Non-Residential Lease Agreement between the City of Leesburg and the Leesburg Boating Club, Inc., for the purpose of extending the term of the lease to expire December 31, 2056; and providing an effective date.**
6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**
During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.
- A. **SECOND READING OF ORDINANCES:**
1. **None**
- B. **FIRST READING OF ORDINANCES:**
1. **An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 1, Definitions; amending Section 6, Benefit Amounts and Eligibility; amending Section 8, Disability; providing for Codification; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.**
- C. **NON-ROUTINE ITEMS:**
1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing an amendment to Personnel Policy 340 to designate June 19th (Juneteenth) as a paid holiday for eligible city employees; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. 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
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 10, 2026 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 10, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

Mayor Berry noted that the invocation and Pledge of Allegiance had already been given during the Carver Heights/Montclair CRA meeting. Mayor Berry then acknowledged the passing of Sergeant John Hollowell, who served with the Leesburg Police Department for 24 years, and expressed condolences to his family and fellow police department staff. A brief moment of silence was observed in his memory.

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Representative Nan Cobb, Florida State Representative District 26 - Legislative Award

Mayor Berry asked whether a representative for Representative Nan Cobb was present. No representative was present at that time. During Public Comments, **Representative Cobb** arrived and presented the City with a \$350,000 legislative appropriation for the City's parking improvement plan. **Representative Cobb** noted that the City had previously received an appropriation for improvements at the boat dock and stated that securing this year's funding was the result of a difficult legislative session

and collaboration among members of the legislative delegation and legislative leadership.

Representative Cobb also recognized Gay Robinson, Angela, Ryan, and Senator Truenow for their assistance in securing the funding. A check presentation and photograph with the Mayor and City Commission followed. **Representative Cobb** encouraged City officials to submit future appropriation requests in advance of the upcoming legislative session, noting that committee meetings would begin in November.

B. Auditor Presentation - Fiscal Year ending September 30, 2025 - by Joel Knopp, CPA

Mayor Berry introduced the audit presentation and recognized **Joel Knopp**, a partner with Forvis Mazars, who presented the City's audit for the fiscal year ended September 30, 2025. **Mr. Knopp** reported that there were no audit adjustments, indicating that the City's financial controls were operating appropriately. He stated that the City received an unmodified, or clean, opinion on its financial statements, which were presented in accordance with generally accepted accounting principles. He further reported clean results regarding controls over financial reporting and compliance, including the major federal and state grants tested, as well as the Auditor General's required reports concerning investment compliance and other general matters. **Mr. Knopp** noted that the City was in a strong financial position at the end of Fiscal Year 2025, was well positioned going forward, and operated within the budget adopted by the City Commission. **Mr. Knopp** offered to answer questions, but no questions were raised. **Mayor Berry** thanked Mr. Knopp for the presentation.

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

During Public Comments, **D'mani Nettles, Deborah Connelly Snow, Fred Griffin, Jr., John Christian, Randy Hepburn, Ralph L. Coleman, Sr., Edna J. Coleman, and Erika Jasper** spoke collectively in support of reconsidering the City's decision not to designate Juneteenth as a paid City holiday. The speakers emphasized the historical and cultural significance of Juneteenth, which commemorates June 19, 1865, when enslaved people in Galveston, Texas, were informed of their freedom following the Emancipation Proclamation. They expressed concern that selecting New Year's Eve and recognizing BikeFest rather than Juneteenth could be perceived as minimizing the significance of African-American history and the contributions of African-American residents of the Leesburg community. Several speakers referenced their personal and family ties to Leesburg and the community's history, including Deborah Connelly Snow, who noted that her brother was the first African-American City Commissioner elected in the area and later became the first African-American Mayor. The speakers requested that the City reconsider its prior decision, provide City employees an opportunity to weigh in through an additional survey regarding the holiday selection, and place the matter on a future City Commission agenda for discussion. They also collectively requested a meeting with City Manager Minner to further discuss the issues, with John Christian specifically requesting that the matter be reconsidered at the August 24, 2026, City Commission meeting. The speakers emphasized that recognizing Juneteenth would provide an opportunity for historical education, remembrance, inclusion, and community healing.

Anna Martinez, 8735 Spring Court, Leesburg, expressed concerns regarding drainage and flooding issues she attributed to the construction of Morningside Reserve across CR 44 from her neighborhood. Ms. Martinez stated that her property had not experienced flooding prior to the development but has since experienced increased runoff, water entering her driveway and cul-de-sac, and drainage problems affecting neighboring properties. She noted that her home is located at the end of the street and is particularly vulnerable to additional runoff and stated that raising her property is not a viable solution. Ms. Martinez also expressed concerns about orange clay and sediment from the development entering the neighborhood and onto residents' driveways and lawns. She stated that the developer previously pressure-washed her driveway due to the amount of clay accumulating on the property. Ms. Martinez further raised concerns regarding the relocation of the roadway near two neighboring homes and the removal of two oak trees, expressing concern about the potential for a vehicle to leave the roadway and strike the homes. She requested that the City work with the developer to address the drainage, runoff, and sediment issues before additional homes are constructed and the impacts on the surrounding neighborhood increase.

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:

5B1 - Construction Agreement with Nidy Sports Construction Company, LLC regarding pickleball courts.

Commissioner Reisman moved to adopt the Consent Agenda except for 5B1, and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Berry	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. FY 27 Budget Workshop #1 held July 7, 2026

2. FY 27 Budget Workshop #2 held July 9, 2026

3. **FY 27 Budget Workshop #3 held July 14, 2026**
4. **FY 27 Budget Workshop #4 held July 16, 2026**
5. **Regular meeting held July 27, 2026**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Nidy Sports Construction Company, LLC for the design-build construction of pickleball courts for an amount not to exceed \$1,395,000.00; and providing an effective date.**

ADOPTED RESOLUTION 12,262

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Pederson discussed the proposed pickleball court contract, noting that the bids were closely ranked and that local contractor Eco Construction submitted a bid approximately \$400,000 below the staff-recommended contract amount of \$1,395,000. **Commissioner Pederson** indicated his intention to recommend awarding the contract to Eco Construction at its lower bid amount. **Commissioner Burry** seconded the motion.

CM Minner and **CA Watson** clarified the proper procedure for addressing the motion on the floor. **Commissioner Pederson** clarified that he had initially been laying the groundwork for a motion rather than formally making one.

Commissioner Connell requested discussion regarding whether the City should proceed with the project at all. **Mayor Berry** expressed similar concerns and asked questions regarding the need for additional pickleball courts and the project's location. **Commissioner Connell** noted that the City already has 12 pickleball courts at Pear Park and that the existing tennis courts could potentially be restriped for dual use as tennis and pickleball courts. He suggested obtaining an estimate for converting two of the existing tennis courts, which could provide additional pickleball courts at a significantly lower cost, and reallocating the remaining funds toward other City needs, such as road improvements. **Commissioner Connell** also noted that the City provides indoor pickleball twice a week at the gym.

CM Minner explained that the proposed project would include construction of additional pickleball courts, resurfacing the existing tennis courts, and coordination with the Forward Paths project involving the shuffleboard courts. He clarified that the proposed pickleball courts would be located north of the shuffleboard courts and the Lakefront TV building, with a potential shared entrance with the Forward Paths project, and that there were no anticipated land-use conflicts. **Commissioner Burry** asked whether

the proposed pickleball courts would include lighting. **CM Minner** confirmed that lighting was included. **Mayor Berry** stated that the location and lighting were her primary concerns.

The original motion to award the contract to the staff-recommended contractor was then brought to a vote.

The roll call vote was:

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

The motion failed, with five nays and no yeas.

Commissioner Pederson subsequently made a motion to award the contract to Eco Construction at its lower bid price, which **Commissioner Burry** seconded.

Commissioner Connell reiterated his concern regarding the need for additional pickleball courts and suggested that two existing tennis courts could instead be converted to dual-use courts at a substantially lower cost. **Commissioner Pederson** explained that when the possibility of converting tennis courts was discussed during the prior budget process, there was significant opposition from the high school and community, which led him to withdraw that proposal. He stated that he supported retaining all four existing tennis courts and was pleased that they would be resurfaced. **Commissioner Reisman** stated that he had also received multiple calls from residents advocating for the tennis courts to remain in place and noted that downtown business owners and church groups were supportive of the proposed project, particularly because the courts would be lighted and available for use beyond daylight hours.

Mayor Berry asked whether there were any further comments. With no additional comments, she called for the roll call.

The roll call vote was:

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

Four yeas, no nays, the Commission adopted the resolution, as amended to reflect the approved change.

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute FAA Grant Agreement 3-12-0042-036-2026, for the Taxilanes Rehabilitation Construction, for the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,263

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction agreement between the City of Leesburg and C.W. Roberts Contracting, Inc., for the Taxilanes Rehabilitation Project, at the Leesburg International Airport, for an amount not to exceed \$870,575.00; and providing an effective date.**

ADOPTED RESOLUTION 12,264

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for construction administration services for the Taxilanes Rehabilitation Project, at the Leesburg International Airport, for an amount not to exceed \$115,950.00; and providing an effective date.**

ADOPTED RESOLUTION 12,265

4. **Resolution of the City Commission of the City of Leesburg, Florida approving the First Amendment to the Proportionate Share Mitigation Agreement for Orange Bend Ranch, as entered into by and between the School Board of Lake County, Florida, Forestar (USA) Real Estate Group, and the City of Leesburg to extend the term of the Agreement until December 17, 2026; and providing an effective date.**

ADOPTED RESOLUTION 12,266

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

ADOPTED RESOLUTION 12,267

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

Mayor Berry asked the city attorney to perform the swearing-in. **CA Watson** asked for anyone wishing to speak on Agenda Item 6A4, Reserve at 44 PUD, to stand and raise their right hand. He swore them all in.

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, amending the City's Code of Ordinances, Chapter 25, Section 25-292, to create subsection (26), Historic Structure Density Bonus Outside Designated Historic District; and providing an effective date. (Historic Structure Density Bonus Amendment)**

ADOPTED ORDINANCE 26-18

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

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

Mayor Berry requested comments from the Commission and the audience.

Planning and Zoning Director Dan Miller provided background on a proposed density bonus program for historic structures located outside the City's designated historic district. He explained that the existing density bonus applies only to structures within the historic district, generally bound by 12th Street, Canal Street, and the City's trail systems. The proposed ordinance would establish a separate, voluntary program for historically significant structures outside the district. **PZD Miller** stated that eligible structures would need to be at least 50 years old, maintain sufficient historic integrity, and demonstrate historical, architectural, or cultural significance to the City. Projects would be reviewed on a case-by-case basis and remain subject to all applicable City review and approval processes, including staff, Planning Commission, Historic Preservation Board, and City Commission review. He described the program as an economic development incentive intended to encourage the retention, rehabilitation, and adaptive reuse of historic structures. **PZD Miller** highlighted 1502 High Street, a former college building that has remained vacant and has experienced misuse, as a primary example. Under the current future land use and zoning designations, the property could accommodate only five units, which he said would not be economically feasible. A density bonus could allow up to 10 units, provided the project meets parking and other applicable requirements, potentially making redevelopment feasible and preserving the structure. He also identified the Coca-Cola building on West Main Street as another potential future candidate. **PZD Miller** emphasized that the proposed program would stand alone and could not be combined with other density bonuses. Each request would be evaluated individually and would remain subject to all applicable City review requirements. He stated that the ordinance would clearly codify the program and provide an incentive to preserve older structures that have become difficult to redevelop economically as newer development has grown around them. He noted that both the Historic Preservation Board and Planning Commission voted to approve the request and concluded by offering to answer any questions.

Mayor Berry asked Director Miller which other bonus programs could not be combined with the proposed historic structure density bonus. **PZD Miller** explained that the City currently has a historic district density bonus and is also working on a downtown future land use density bonus. He stated that the proposed program would have to stand on its own and could not be combined with either of those or any other density bonus. He explained that the City is seeking to apply density bonuses under appropriate conditions to provide economic benefits and create business opportunities.

Commissioner Pederson expressed support for the proposed program but raised a concern about the potential for the historic preservation process to delay or interfere with code enforcement actions. He referenced a recent code enforcement case involving a property in very poor condition and noted that he

was told the matter had been stalled by the Historic Preservation Board. He emphasized that he understood this was not the intent of the proposed density bonus but wanted to ensure the ordinance included safeguards preventing the program from being used to delay or hinder code enforcement, particularly for structures that are beyond reasonable rehabilitation. **PZD Miller** responded that, in the case of a density bonus, the applicant would have an incentive to move the process forward quickly because the additional density has direct economic value. **Commissioner Pederson** acknowledged that his concern might be a stretch but stated he wanted to clarify the issues.

Mayor Berry asked whether the 1502 High Street building was the oldest building in the City. **PZD Miller** stated that it was one of the oldest buildings in Leesburg, believed to have been constructed in the late 1870s or 1880s. He noted that the building's structure remained in good condition and that, during a previous ownership, staff had observed beautiful woodwork and strong structural elements inside. **Mayor Berry** then asked whether there was a limit on the amount that could be spent on reconstruction. **PZD Miller** explained that there was no such limit because the City would only be allowing additional residential units through the density bonus and would not be contributing funding toward the project. **Mayor Berry** asked if there were any further questions and called for a roll call. **Commissioner Burry** added that the building had been Florida Southern College, stating that it was built before the college relocated to Lakeland.

The roll call vote was:

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

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

2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 10.24 ± acres and being generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; providing that said property shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 5; and providing an effective date (Reserve at 44 ANNX).**

ADOPTED ORDINANCE 26-19

Commissioner Reisman introduced items 6A2, 6A3, and 6A4 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Berry requested comments from the Commission and the audience.

PZD Miller stated that the project involves an annexation, small-scale comprehensive plan amendment, and rezoning of approximately 10.24 acres of undeveloped property generally located on the east side of County Road 44 and north of Spring Court. The future land use request would change the property from Lake County Urban Low Density to City Estate, while the zoning request would change the property from Lake County R-1 Rural Residential and R-3 Medium Residential to the City's Planned Unit Development (PUD) zoning district. The proposed development would consist of detached single-family residential units. **PZD Miller** stated that city departments had no substantive comments, Lake County Public Works had no comments, and the Lake County School Board issued a de minimis impact determination. He noted that the City received significant public opposition to the project, including concerns about habitat fragmentation and wildlife displacement, loss of mature tree canopy and ecological buffering, increased stormwater runoff, and potential impacts to the Silver Lake ecosystem. Additional concerns included increased lighting, noise, dust, construction disruption, privacy, and compatibility with immediately adjacent residential properties. He explained that, in response to the concerns raised at the Planning Commission meeting and during the project's first reading, the applicant held a community meeting the preceding Friday.

PZD Miller explained that, under the proposed small planned unit development (SPUD) agreement, the 10.24-acre site would be developed with detached single-family residential units. The proposal presented to the Planning Commission included minimum 60-foot-wide lots, two-car garages, gutters, a maximum building height of two stories, 35% open space, dark-sky lighting, and 25-foot landscape buffers around the property. The development would also require code-compliant landscaping, a split-rail fence along County Road 44, and a six-foot fence around the remainder of the site unless sufficient vegetation provides an opaque buffer. **PZD Miller** stated Bahia or Bermuda grass would be required in place of St. Augustine grass, and landscaping would be subject to City approval or review based on the University of Florida Institute of Food and Agricultural Sciences' Florida-friendly and pollinator-friendly plant recommendations. A perpetual maintenance requirement would also apply to all lots to assist with code enforcement. **PZD Miller** noted that site access would be from County Road 44 and would require boulevard-style construction. The developer would be responsible for any expansions or upgrades to County Road 44 at the access point required by Lake County. The development would be served by City water and wastewater, with no wells or septic systems proposed.

PZD Miller then stated that, following the community meeting held the previous Friday, the applicant contacted the City by email the prior evening to request several changes to the proposal. He stated that the PUD originally allowed for 23 units, but the applicant was willing to reduce the number to 19 units. The applicant also proposed revising the lot sizes, with most lots remaining at 60 feet wide, along with some 70-foot-wide lots and at least one 80-foot-wide lot. Additional requested changes included enlarging the southern retention pond, increasing open space from 35% to 43%, and increasing the recreation area from approximately 0.1 acre, or 5,000 square feet, to approximately 0.2 acre, or about 8,500 square feet. He stated that the requested changes were within the parameters of the PUD and could be incorporated if approved by the City Commission. **PZD Miller** also requested that language regarding agricultural uses be added to Section 3B of the PUD. He explained that the language had inadvertently been omitted from the document when it was previously presented and would provide that agricultural uses in adjoining phases may continue until 50% of the permitted residential units within the proposed development have been constructed.

PZD Miller noted that the PUD included a phasing or expiration provision requiring development to proceed within four years. If development did not proceed forward within the timeframe, the property would automatically revert to RE-1 zoning standards, allowing one dwelling unit per acre. He stated that staff recommended approval, while the Planning Commission recommended denial by a 3-2 vote based on concerns regarding traffic, lot sizes, and density. He noted that the Planning Commission's

recommendation occurred before the applicant held the community meeting. **PZD Miller** concluded by identifying Logan Opshal of Lowndes, Drosdick, Doster, Kantor & Reed in Orlando as the applicant's representative. He also noted that Jason Lee, the property applicant, and Chuck Hayatt, the project engineer, were present, along with area residents.

Commissioner Pederson asked Director Miller to explain the requirements regarding stormwater runoff, noting that concerns about runoff are frequently raised with development projects. He clarified that stormwater management requirements are governed by the St. Johns River Water Management District and are not solely determined by the City's approval process. He wanted to ensure the audience understood that development projects are required to address stormwater runoff onsite. **PZD Miller** confirmed that all stormwater runoff from a property must be managed on that property in accordance with St. Johns River Water Management District standards and applicable state law. He explained that, depending on the required rainfall event, including 24-, 48-, and 72-hour events, stormwater must be retained on the property and directed to a retention area where it can properly filter and drain. He stated that the stormwater system must be appropriately engineered.

Logan Opshal, 215 North Yola Drive, addressed the Commission on behalf of the applicant and briefly discussed the changes made following the voluntary community meeting. Mr. Opshal thanked the residents who participated and stated that the applicant received significant and specific feedback, particularly regarding buffering and the preservation of mature trees. He explained that the applicant reviewed the existing 25-foot buffer, particularly along the Spring Court side of the property, to determine how mature vegetation could be preserved. He noted that the PUD ordinance also includes substantial landscaping requirements that would supplement the existing vegetation. Mr. Opshal stated that, while making adjustments to accommodate stormwater management and preserve highly vegetated and mature areas, the applicant was able to reduce the proposed number of units from 23 to 19. He added that the revised plan complies with the PUD requirements and, in several areas, exceeds them by providing additional open space, larger lots, and enhanced landscaping. Mr. Opshal offered to answer any follow-up questions and thanked the Commission for its consideration.

Rita Maria D. Silva Colado, Anna Martinez, Robert Lung, Alan Chen, Ray Hayden, Cindy Clark, Daniel C. Debris, and Claude Ukron expressed concerns regarding the cumulative impacts of development along County Road 44. Collectively, they requested that the City and County address existing and anticipated traffic, roadway safety, drainage, and flooding concerns, including conducting updated traffic and stormwater studies, evaluation of the impacts of continued development and annexation along CR 44, preserving existing vegetation and drainage buffers, and taking steps to improve the safety and capacity of CR 44. Several speakers also requested continued communication with residents and greater consideration of the effects of development on the surrounding neighborhoods.

Commissioner Connell acknowledged the concerns regarding the safety, congestion, and flooding along County Road 44 and stated that, because the road is under County jurisdiction, the City has limited ability to address improvements. He expressed support for limiting further annexations along CR 44 until the County addresses needed improvements, noting that each additional development contributes to increased traffic on the already-congested roadway. **Commissioner Burry** questioned whether the property could achieve a similar density under County zoning if the request were denied. **PZD Miller** explained that it could potentially be developed under the County's future land use designation, although the allowable density with wells and septic was uncertain.

Logan Opshal, representing the applicant, thanked the residents who participated in the community meeting and acknowledged their concerns. He stated that the applicant agreed with several of the site-specific recommendations, including expanding the retention pond to address stormwater concerns, and

emphasized that developing within the City would provide access to utilities and allow the property to be developed under the additional landscaping and site-plan requirements of the PUD.

The roll call vote was:

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

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

- 3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, by changing the Future Land Use Map Designation of certain property containing 10.24 ± acres from Lake County Urban Low to City of Leesburg Estate Residential, for property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 SSCP)**

ADOPTED ORDINANCE 26-20

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

The roll call vote was:

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

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

- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 10.24 ± acres from Lake County R-1 (Rural Residential) and R-3 (Medium Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential uses for a property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 PUD)**

ADOPTED ORDINANCE 26-21

Commissioner Reisman made a motion to approve the request, with modifications to the ordinance as presented by staff. Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
-----------------------	-----

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

Four years, one day, the Commission adopted the ordinance.

The following comments pertained to Item 5.B.1, Palmetto Park Pickleball Courts, which had been previously discussed, voted upon, and concluded. Jonathan Pap, 747 Lakeland, Florida, requested to address the item, explaining that he had waited to speak because the item had not been opened for public comment. The Mayor and Commission agreed to allow him to address the Commission after the conclusion of the current matter.

Jonathan Pap, representing Nidy Sports Construction, questioned the proposed award to Eco Construction for the Palmetto Park design-build project. He stated that the solicitation was a Request for Qualifications (RFQ) conducted under the Consultants' Competitive Negotiation Act (CCNA), and therefore should be evaluated based on the qualifications of the respondents rather than the lowest price. Mr. Pap expressed concern that Eco Construction listed site drainage costs as "TBD" and argued that Nidy Sports Construction had provided a more comprehensive proposal that included an allowance for drainage. He also raised concerns regarding the evaluation process and the company's local vendor status, and requested that the City review the RFQ and evaluation and award the project to the most qualified firm. **Commissioner Connell** asked Mr. Pap whether Nidy Sports Construction's proposal included site drainage. **Mr. Pap** confirmed that it did, explaining that the proposal included two retention ponds in addition to the parking area. **Commissioner Connell** then questioned whether the previously approved contractor's proposal identified site drainage as "to be determined" and whether that could result in a future change order. **Mr. Pap** confirmed that he expected a change order would be necessary and reiterated his concern that the evaluation process appeared to rank firms based on price rather than qualifications. He also stated that Nidy Sports Construction had initially been ranked third and that he had identified errors in the evaluation process.

CM Minner stated that the City would review Mr. Pap's concerns but disagreed with his characterization of the solicitation as a CCNA process, explaining that it was his understanding that the project was a design-built project in which price was a component of the evaluation. He stated that he would review the matter with the City Attorney and report back to the Commission, particularly if any errors or omissions were identified. **CA Watson** noted that the solicitation was titled a Request for Proposal and contained provisions addressing price. **CM Minner** reiterated that price was assigned points in the evaluation and stated that the Commission had the authority to select the proposal it determined to be the best option. He stated that, pending the identification of any errors, the Commission had made its selection and the City would proceed accordingly. He stated that he would report back to the Commission following his review.

Commissioner Pederson asked Mr. Pap about Nidy's proposed amount for site drainage and noted the approximately \$400,000 difference between the proposals. **Mr. Pap** stated that he did not recall the specific amount but explained that each respondent provided a schedule of values. He further stated that the evaluation included a points structure based on experience, approach, and other qualifications, and that no points were assigned for pricing. **CM Minner** reiterated that pricing is not considered under the CCNA and stated that the solicitation was therefore clearly not a CCNA. He reiterated that the City would review Mr. Pap's concerns. **Commissioner Connell** expressed concern that Nidy's proposal may have included stormwater work while the approved proposal may not, noting the potential for significant additional costs through a change order. He requested that the City delay execution of the contract until

the City Manager completed his review to ensure the proposals were being compared consistently and that the City understood what was included in the selected proposal. **CM Minner** stated that he would provide an answer at the following week's meeting. **Commissioner Burry** asked whether the matter could be brought back for reconsideration if the City Manager's review identified information that could affect the Commission's decision. **CA Watson** stated that reconsideration would be appropriate either that evening or at the next meeting. **Commissioner Burry** confirmed that a Commissioner who voted in the affirmative could request that the matter be reconsidered. **CM Minner** stated that he would provide a written report to the Commission by the end of the week regarding the solicitation and evaluation process. He explained that, if the Commission wished to reconsider the matter, a Commissioner who voted in favor of the original action could request that it be placed back on the agenda, and the report would be a public document.

Mayor Berry asked whether the review would determine whether the solicitation was subject to the CCNA or another procurement process. **CM Minner** stated that he would verify that the proper process was followed, noting that the concern raised was that the City had improperly combined elements of the CCNA with a design-build process, which he did not believe was accurate. **Commissioner Pederson** clarified for the public that, following the rescoring of the proposals, the evaluation scores were extremely close, with less than a one-point difference, while the proposed prices were approximately \$1 million and \$1.4 million, respectively, which factored into his decision. **CM Minner** reiterated that staff had reviewed the procurement process and believed the proper procedures had been followed. He stated that he and City Attorney Watson would conduct another review and provide the Commission with a written memorandum within the next few days. **CM Minner** explained that, if an error or omission was identified, a Commissioner who voted in favor of the original action could request that the matter be brought back for consideration. He stated that if no errors were found, he would report that accordingly, noting that staff had previously reviewed the matter before placing it on the agenda. **Commissioner Pederson** clarified that any of the four Commissioners who voted in the affirmative could request that the matter be brought back for reconsideration. **CM Minner** confirmed that, if the review identified an error or omission that resulted in incorrect information being provided to the Commission, he would recommend that a Commissioner who voted in the affirmative bring the matter back for consideration and would provide a clear avenue for doing so.

B. FIRST READING OF ORDINANCES:

1. None

C. NON-ROUTINE ITEMS:

1. City Manager Evaluation

Commissioner Reisman introduced Item 6C1, City Manager Evaluation.

Human Resources Director Melissa Arriaga stated that the evaluations received prior to the meeting had been provided to the Commission, including those submitted by Commissioners Connell and Reisman, but that Commissioner Pederson's evaluation had not yet been received. She explained that an overall rating had not been assigned because not all evaluations had been submitted and invited the Commission to discuss the City Manager's performance.

Commissioner Reisman stated that his evaluation was available for public review. **Mayor Berry** noted that her evaluation had not yet been submitted, and **Commissioner Connell** stated that his evaluation had been submitted and was a public record. No additional comments were offered. **Director Arriaga** stated that the submitted evaluations would be incorporated into the City Manager's evaluation and personnel file.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had nothing to report.

9. CITY MANAGER ITEMS:

CM Minner had no further matters to report.

10. ROLL CALL:

Commissioner Connell reported no items.

Commissioner Burry reported no items.

Commissioner Pederson reported no items.

Commissioner Reisman congratulated the Leesburg Lightning on winning the league championship and recognized the team's coaches and players for their efforts. He noted the strong community support and family atmosphere at the games and thanked the City for its partnership. Commissioner Reisman also recognized the Leesburg Chamber of Commerce for its Teacher Appreciation Breakfast and congratulated the Chamber for the event honoring local teachers, which he attended with Commissioners Burry and Pederson.

Mayor Berry thanked the community for attending and sharing their concerns and emphasized the importance of the Commission hearing residents' views. She stated her continued support for advocating for the issue discussed at the July 13th meeting and asked **CA Watson** to provide an update regarding the City's ability to designate Juneteenth as a holiday. **CA Watson** explained that Florida's new DEI legislation contains an exception for federally designated holidays and stated that, because Juneteenth is a federally designated holiday, the City could designate Juneteenth as a holiday without violating the new law. **Mayor Berry** asked whether the City Manager's upcoming meeting would be a private meeting. **CM Minner** clarified that his meetings are public meetings and that, if more than one Commissioner attends, the meeting would need to be publicly noticed. He asked any Commissioners wishing to attend

to notify him as soon as possible. **Commissioner Connell** stated that he did not need to attend the meeting but wanted to clarify his position on the holiday discussion. He noted that the original proposal was to add two holidays—New Year's Eve and the Friday of BikeFest—and that adding those holidays would place the City near the top among cities in the County for the number of holidays provided. He expressed a preference to cap the number of additional holidays at two and suggested allowing employees to vote on the three proposed holidays and select the two they preferred. **Commissioner Pederson** clarified the history of the holiday discussion, noting that the Commission had discussed adding two holidays—New Year's Eve and the Friday of BikeFest—during the budget process, and that Juneteenth was raised by the Mayor afterward. He stated that, if the matter were put to an employee vote, he welcomed their input. However, he emphasized that adding Juneteenth would require removing New Year's Eve, as he did not support adding a third holiday. **Mayor Berry** clarified that her suggestion to consider Juneteenth was not an after-the-fact decision, but was based on her understanding that it is a federal holiday and her desire to promote inclusivity. She references the community comments and the City Attorney's clarification that designating Juneteenth as a City holiday would not conflict with Florida law. She asked whether the matter could be brought back for the Commission to consider replacing New Year's Eve with Juneteenth while maintaining the two additional holidays approved in the budget. **Commissioner Connell** reiterated his preference to seek employee input on the holiday selection. **Commissioner Pederson** noted that the Friday of BikeFest was a staff decision and suggested that employees could instead provide input on the choice between New Year's Eve and Juneteenth. **Commissioner Connell** agreed, stating that while the employee preference would not be binding, it would be helpful for the Commission to know their preference. **CM Minner** clarified that BikeFest would remain a consideration in options. **Mayor Berry** clarified that if BikeFest is discontinued, the associated holiday would also be eliminated, leaving employees with one additional holiday. **Commissioner Connell** proposed allowing employees to vote between New Year's Eve and Juneteenth, with the possibility of revisiting the selection if BikeFest is discontinued. **Commissioners Pederson and Reisman** agreed with the proposal. **Mayor Berry** agreed as well, while reiterating the importance of the City Attorney's legal research regarding Juneteenth and explaining the basis for her position. **Commissioner Pederson** clarified that his earlier comments were not intended as an attack on Mayor Berry, but rather to explain to the audience how the holiday discussion and decision-making process occurred. He noted that the Commission had already discussed and approved the two additional holidays before Juneteenth was subsequently raised for consideration. **Mayor Berry** thanked everyone and concluded her comments.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 7:20 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: August 24, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No.1 with Compost USA; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the execution of Amendment No. 1 with Compost USA for Biosolids Cake Disposal Services for the upcoming fiscal year (FY 2027), in an amount not to exceed \$544,000.00.

Analysis:

This resolution authorizes the renewal of the existing contract with Compost USA to provide Biosolids Cake Disposal Services. The renewed agreement will remain in effect through September 30, 2029, maintaining continuity of service and operational efficiency for the City's wastewater treatment operations.

Procurement Analysis:

On September 25, 2023, the Commission approved the award of a contract to Compost USA to provide biosolids disposal services on an as-needed basis. Due to recent economic conditions, the cost of these services has increased. Amendment No. 1 is necessary to continue the critical disposal of biosolids cake, ensuring uninterrupted support for the City's wastewater treatment operations through September 30, 2029.

Options:

1. Approve the Resolution authorizing execution of Amendment No. 1 to a Fixed Unit Price Agreement with Compost USA for an amount not to exceed \$544,000.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This agreement does increase the fixed unit cost from \$36.00 to \$68.00 (+47%). Expenses associated with this agreement are paid out of the Wastewater Fund.

Account No. 044-4051-535-3410 & 044-4052-535-3410

Project No. 447015

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AMENDMENT NO.1 WITH COMPOST USA; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment No. 1 to the agreement with Compost USA, whose address is 1650 CR 470 W, Okahumpka, Florida 34762, for Biosolids Cake Disposal Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of August 2026.

Mayor

ATTEST:

City Clerk

AMENDMENT No. 1
TO A FIX UNIT PRICE AGREEMENT
Biosolids Cake Disposal (IFB 231601)

THIS AGREEMENT is made as of the 24th day of August in the year 2026, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **COMPOST USA**, whose address is 1650 CR 470 W, Okahumpka, Florida 34762 (hereinafter referred to as the “CONTRACTOR”).

THAT, on September 25, 2023, the CITY and CONTRACTOR entered into a fixed unit price agreement whereby the CONTRACTOR agreed to provide Biosolids Cake Disposal Services to the CITY on an “as-ordered basis” (hereinafter referred to as the “Agreement”).

WHEREAS, the CITY and the CONTRACTOR wish to adjust the fixed unit price for Group 1 – City Provided Transportation – Disposal Only from \$36.00 to \$68.00.

WHEREAS, the CITY and the CONTRACTOR desire to renew the Agreement for an additional term of three (3) years, beginning September 30, 2026, and ending September 30, 2029.

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

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.**
 - a. A fixed unit price increase for Group 1 – City Provided Transportation – Disposal Only from \$36.00 to \$68.00, as reflected in Attachment ‘A’.
 - b. Renew the Agreement for an additional term of three (3) years, beginning September 30, 2026, and ending September 30, 2029.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.
4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or

when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

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

COMPOST USA

By: Tony Simon

Printed: Tony Simon

Its: Business Development & Regulatory

CITY OF LEESBURG, FLORIDA

Allyson E. Berry, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'

SCHEDULE OF BID ITEMS

Vendor Name: Compost USA

Group 1 - CITY PROVIDES TRANSPORTATION – DISPOSAL ONLY					
ITEM NO.	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	EXT PRICE (QTY x UNIT PRICE)
G1.1	Dewatered Bio-Solids Disposal – Treated to Class B Level	8,000	TON	\$ 68.00	\$ 544,000.00
TOTAL BASE BID AMOUNT					\$ 544,000.00
Alternate Item					
The City requests a price for disposal of Cake NOT stabilized to Class B Level.					
AG1.1	Dewatered Bio-Solids Disposal – NOT Stabilized to Class B	1	TON	\$ 68.00	\$ 68.00

* Estimated Annual Quantity (used for informational purposes only)

Physical Address of disposal facility for delivery:

835 CR529
Lake Panasoffkee, FL 33538

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: August 24, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from The Paces Foundation, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from The Paces Foundation, Inc.

Analysis:

The Paces Foundation, Inc. is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM THE PACES FOUNDATION, INC.;
AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by The Paces Foundation, Inc. is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of August 2026.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted this 2nd day of July, 2026 by **THE PACES FOUNDATION, INC.**, a Georgia non-for-profit corporation, whose mailing address is 2730 Cumberland Boulevard, SE Smyrna, GA 30080 ("**GRANTOR**,"") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Clark Wilson
Signature
Clark Wilson
Printed Name
2730 Cumberland Blvd SE, Smyrna GA
Address

Chelsea Marquez
Signature
Chelsea Marquez
Printed Name
2730 Cumberland Blvd, Smyrna GA
Address

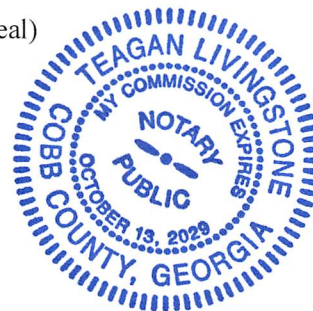
STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of July, 2026, by Steven Bauhan as Vice President of The Paces Foundation, Inc., a Georgia not-for-profit company, on behalf of the company, who is ☐ personally known to me or ☒ who produced the following identification:

Teagan Livingstone
Notary Public Signature
Teagan Livingstone
Notary Public Name

My Commission Number:
My Expiration Date: 10/13/29

(seal)



DRAWING NAME: S: SURVEY NEW SURVEY, L: LAKES, PROJ: 15-19-24, SECTION 21 RIVER FOX COMMONS, CITY OF LEESBURG, ELEC REC. EASEMENTS, BOUNDARY, DUNE RIVER FOX, SD-RIDING, 1.65 X 11.6, 6/22/2026 7:26 AM BY: JHURST

SKETCH:
RIVER FOX UTILITY
EASEMENTS

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

EXHIBIT "A"
SHEET 1 OF 4

LEGAL DESCRIPTION

AREA 1

A STRIP OF LAND TEN (10) FEET WIDE AND LYING WITHIN THE EAST 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF AFORESAID EAST 1/2 OF THE NW 1/4 OF THE SE 1/4; THENCE ALONG THE EAST LINE THEREOF RUN N00°40'19"E, 1,327.22 FEET TO THE NE CORNER OF SAID EAST 1/2 OF THE NW 1/4 OF THE SE 1/4; THENCE ALONG THE NORTH LINE THEREOF RUN N89°29'57"W, 25.00 FEET; THENCE PARALLEL WITH SAID EAST LINE OF THE EAST 1/2 OF THE NW 1/4 OF THE SE 1/4 RUN S00°40'19"W, 307.73 FEET TO THE NORTH LINE OF THE SOUTH 1,020 FEET OF SAID EAST 1/2 OF NW 1/4 OF THE SE 1/4 FOR THE POINT OF BEGINNING; THENCE CONTINUE S00°40'19"W, 59.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 107.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°55'52", AN ARC DISTANCE OF 102.58 FEET TO THE POINT OF TANGENCY; THENCE S55°36'12"W, 5.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 193.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°33'07", AN ARC DISTANCE OF 25.44 FEET; THENCE ALONG A NON-TANGENT LINE RUN S42°44'26"W, 44.02 FEET; SAID POINT HEREBY DESIGNATED AS REFERENCE POINT 1; THENCE N47°15'34"W, 10.00 FEET; THENCE N42°44'26"E, 44.48 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 203.00 FEET AND A CHORD BEARING AND DISTANCE OF N51°45'40"E, 27.21 FEET TO WHICH A RADIAL LINE BEARS N42°04'52"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°41'04", AN ARC DISTANCE OF 27.23 FEET TO THE POINT OF TANGENCY; THENCE N55°36'12"E, 5.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 97.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°55'52", AN ARC DISTANCE OF 93.00 FEET TO THE POINT OF TANGENCY; THENCE N00°40'19"E, 58.96 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 1,020 FEET; THENCE ALONG SAID NORTH LINE RUN S89°45'06"E, 10.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

CONTINUED ON SHEET 2 OF 4



Kaye M. Jameson

6/02/26

KAYE M. JAMESON - FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21-19-24 HAS A BEARING OF N00°40'19"E.

JOB SP2024.04501/0003



SKETCH:
RIVER FOX UTILITY
EASEMENTS

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

EXHIBIT "A"
SHEET 2 OF 4

LEGAL DESCRIPTION

CONTINUED FROM SHEET 1 OF 4

AREA 2

THAT PORTION OF AFORESAID LANDS WITHIN THE EAST 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING BETWEEN EASEMENT LINE "A" AND EASEMENT LINE "B" WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT LINE "A"

BEGIN AT AFORESAID AREA 1 REFERENCE POINT 1; THENCE ALONG SAID EASEMENT LINE "A" WITH THE FOLLOWING COURSES: RUN S47°15'34"E, 40.54 FEET; THENCE S51°03'17"E, 81.33 FEET; THENCE S02°23'53"E, 11.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°12'14", AN ARC DISTANCE OF 16.67 FEET TO THE POINT OF TANGENCY; THENCE S35°48'21"W, 420.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 13.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 20.42 FEET TO THE POINT OF TANGENCY; THENCE N54°11'39"W, 38.15 FEET; THENCE S35°48'21"W, 3.50 FEET; THENCE N54°11'39"W, 3.50 FEET; THENCE S35°48'21"W, 5.00 FEET; THENCE N54°11'39"W, 10.00 FEET; THENCE N35°48'21"E, 5.00 FEET; THENCE N54°11'39"W, 3.50 FEET; THENCE N35°48'21"E, 17.00 FEET; THENCE S54°11'39"E, 3.50 FEET; THENCE N35°48'21"E, 358.54 FEET; THENCE N54°11'39"W, 218.09 FEET; THENCE N51°16'59"W, 149.96 FEET; THENCE N35°48'21"E, 23.10 FEET; THENCE N54°11'39"W, 3.26 FEET; THENCE N35°48'21"E, 5.00 FEET; THENCE N54°11'39"W, 5.00 FEET; THENCE N35°48'21"E, 7.00 FEET; THENCE S54°11'39"E, 5.00 FEET; THENCE N35°48'21"E, 5.00 FEET; THENCE S54°11'39"E, 4.20 FEET; THENCE N44°28'06"E, 54.99 FEET; THENCE S54°06'09"E, 75.06 FEET; THENCE S53°45'06"E, 147.37 FEET; THENCE S52°50'03"E, 30.01 FEET; THENCE S47°15'34"E, 37.10 FEET TO THE POINT OF BEGINNING.

EASEMENT LINE "B"

COMMENCE AT AFORESAID AREA 1 REFERENCE POINT 1; RUN THENCE S42°44'26"W, 10.00 FEET TO THE POINT OF BEGINNING OF EASEMENT LINE "B"; THENCE RUN ALONG SAID EASEMENT LINE "B" WITH THE FOLLOWING COURSES: RUN S47°15'34"E, 40.87 FEET; THENCE S51°03'17"E, 77.14 FEET; THENCE S02°23'53"E, 7.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°12'14", AN ARC DISTANCE OF 10.00 FEET TO THE POINT OF TANGENCY; THENCE S35°48'21"W, 420.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 3.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 4.71 FEET TO THE POINT OF TANGENCY; THENCE N54°11'39"W, 38.15 FEET; THENCE N35°48'21"E, 3.50 FEET; THENCE N54°11'39"W, 3.50 FEET; THENCE N35°48'21"E, 368.54 FEET; THENCE N54°11'39"W, 227.83 FEET; THENCE N51°16'59"W, 140.20 FEET; THENCE N35°48'21"E, 13.59 FEET; THENCE S54°11'39"E, 3.74 FEET; THENCE N35°48'21"E, 17.00 FEET; THENCE N54°11'39"W, 2.68 FEET; THENCE N44°28'06"E, 44.86 FEET; THENCE S54°06'09"E, 66.42 FEET; THENCE S53°45'06"E, 147.26 FEET; THENCE S52°50'03"E, 29.44 FEET; THENCE S47°15'34"E, 36.61 FEET TO THE POINT OF BEGINNING.

JOB SP2024.04501/0003



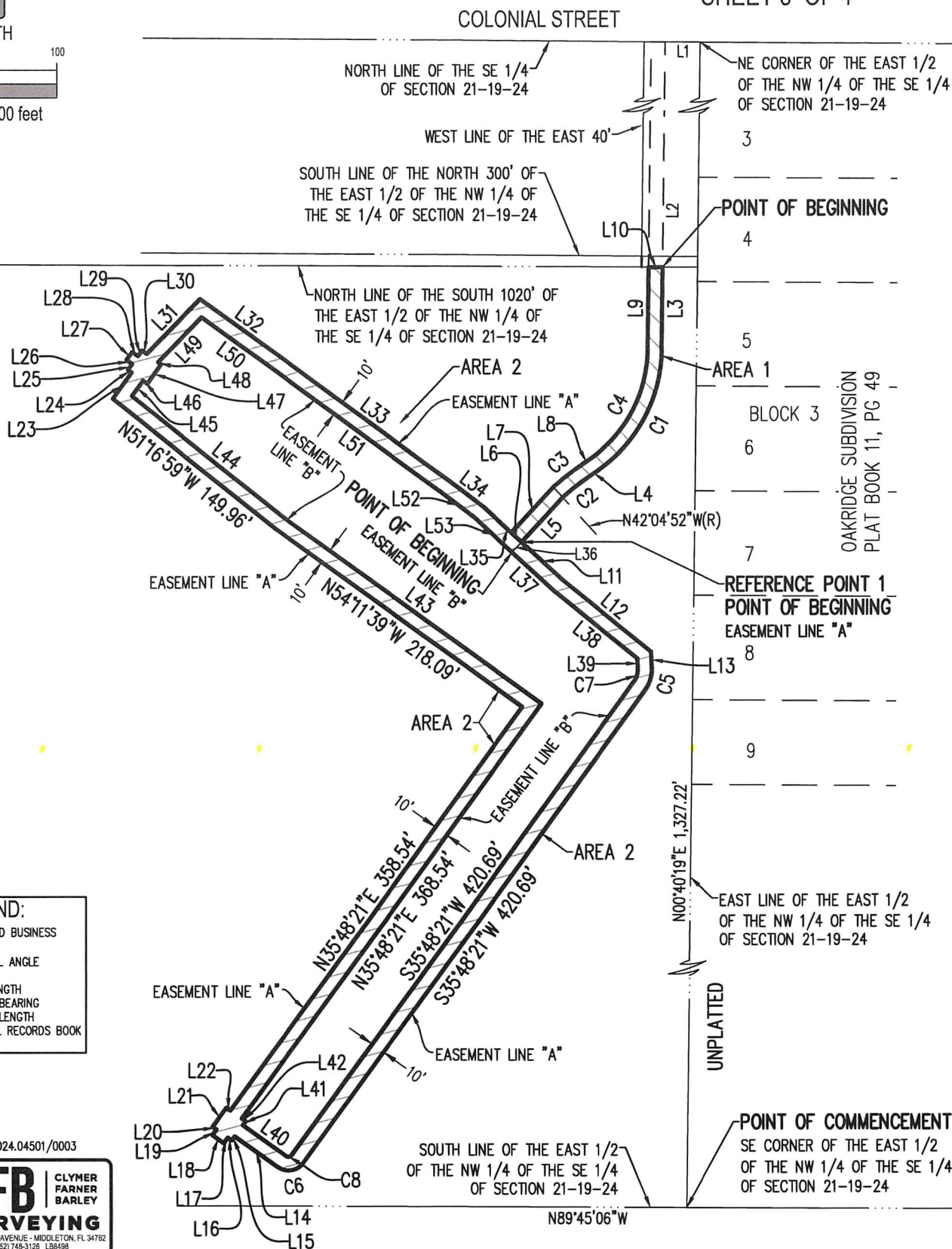
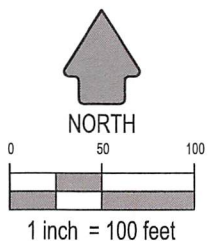
DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE NON-VILLAGES PROJECT\19-24\SECTION 21\RIVER FOX COMMONS\CITY OF LEESBURG ELECTRIC EASEMENTS\BOUNDARY\DWG\UE RIVER FOX SD-R1.DWG: 12 8.5 X 11 6/22/2026 7:26 AM BY: JHURST

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE NON-VILLAGES PROJECT\19-24\SECTION 21\RIVER FOX COMMONS\CITY OF LEESBURG ELEC TRIC EASEMENTS\BOUNDARY\DWG\UE RIVER FOX SD-RIDGE 13 8.5 X 11 6/27/2026 12:26 AM BY: JHURST

SKETCH:
RIVER FOX UTILITY
EASEMENTS

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

EXHIBIT "A"
SHEET 3 OF 4



LEGEND:

LB = LICENSED BUSINESS
(R) = RADIAL
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CH = CHORD LENGTH
ORB = OFFICIAL RECORDS BOOK
PG = PAGE

JOB SP2024.04501/0003



DRAWING NAME: S:\SURVEY\NEW SURVEY\ARE NON-VL\AGES PROJEC\19-24\SECTION 21\RIVER FOX COMMONS\CITY OF LEESBURG ELEC RIC EASEMENTS\BOUNDARY\DWG\UE RIVER FOX SD-HLW.DWG: 4.85 X 11.67/2026 7:26 AM BY: JAHURST

SKETCH:
RIVER FOX UTILITY
EASEMENTS

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

EXHIBIT "A"
SHEET 4 OF 4

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	107.00'	54°55'52"	102.58'	S28°08'15"W	98.70'
C2	193.00'	7°33'07"	25.44'	S51°49'38"W	25.42'
C3	203.00'	7°41'04"	27.23'	N51°45'40"E	27.21'
C4	97.00'	54°55'52"	93.00'	N28°08'15"E	89.48'
C5	25.00'	38°12'14"	16.67'	S16°42'14"W	16.36'
C6	13.00'	90°00'00"	20.42'	S80°48'21"W	18.38'
C7	15.00'	38°12'14"	10.00'	S16°42'14"W	9.82'
C8	3.00'	90°00'00"	4.71'	S80°48'21"W	4.24'

LINE TABLE

LINE TAG	BEARING	DISTANCE
L1	N89°29'57"W	25.00'
L2	S00°40'19"W	307.73'
L3	S00°40'19"W	59.04'
L4	S55°36'12"W	5.13'
L5	S42°44'26"W	44.02'
L6	N47°15'34"W	10.00'
L7	N42°44'26"E	44.48'
L8	N55°36'12"E	5.13'
L9	N00°40'19"E	58.96'
L10	S89°45'06"E	10.00'
L11	S47°15'34"E	40.54'
L12	S51°03'17"E	81.33'
L13	S02°23'53"E	11.67'
L14	N54°11'39"W	38.15'
L15	S35°48'21"W	3.50'
L16	N54°11'39"W	3.50'
L17	S35°48'21"W	5.00'
L18	N54°11'39"W	10.00'
L19	N35°48'21"E	5.00'
L20	N54°11'39"W	3.50'
L21	N35°48'21"E	17.00'
L22	S54°11'39"E	3.50'
L23	N35°48'21"E	23.10'
L24	N54°11'39"W	3.26'
L25	N35°48'21"E	5.00'
L26	N54°11'39"W	5.00'
L27	N35°48'21"E	7.00'

LINE TABLE

LINE TAG	BEARING	DISTANCE
L28	S54°11'39"E	5.00'
L29	N35°48'21"E	5.00'
L30	S54°11'39"E	4.20'
L31	N44°28'06"E	54.99'
L32	S54°06'09"E	75.06'
L33	S53°45'06"E	147.37'
L34	S52°50'03"E	30.01'
L35	S47°15'34"E	37.10'
L36	S42°44'26"W	10.00'
L37	S47°15'34"E	40.87'
L38	S51°03'17"E	77.14'
L39	S02°23'53"E	7.15'
L40	N54°11'39"W	38.15'
L41	N35°48'21"E	3.50'
L42	N54°11'39"W	3.50'
L43	N54°11'39"W	227.83'
L44	N51°16'59"W	140.20'
L45	N35°48'21"E	13.59'
L46	S54°11'39"E	3.74'
L47	N35°48'21"E	17.00'
L48	N54°11'39"W	2.68'
L49	N44°28'06"E	44.86'
L50	S54°06'09"E	66.42'
L51	S53°45'06"E	147.26'
L52	S52°50'03"E	29.44'
L53	S47°15'34"E	36.61'

LEGEND:

LB = LICENSED BUSINESS
(R) = RADIAL
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CH = CHORD LENGTH
ORB = OFFICIAL RECORDS BOOK
PG = PAGE

JOB SP2024.04501/0003



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: August 24, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from James C. Gentles and Michele J. Gentles; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from James C. Gentles and Michele J. Gentles.

Analysis:

That James C. Gentles and Michele J. Gentles are granting a Utility Easement to the City of Leesburg, Florida on the property described in the document.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM JAMES C. GENTLES AND
MICHELE J. GENTLES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by James C. Gentles and Michele J. Gentles is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of August 2026.

Mayor

ATTEST:

City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted this 2nd day of July, 2026 by **JAMES C. GENTLES AND MICHELE J. GENTLES, husband and wife**, whose mailing address is 1508 Park Drive, Leesburg, FL 34748 ("**GRANTOR**,"") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Kayla Chaudoin
Signature
Kayla Chaudoin
Printed Name
615 N. 14th St, Leesburg
Address
FL, 34748
[Signature]
Signature
Cory Dunning
Printed Name
615 N 14th St Leesburg
Address
FL 34748

GRANTOR:

James C. Gentles
James C. Gentles

Michele J. Gentles
Michele J. Gentles

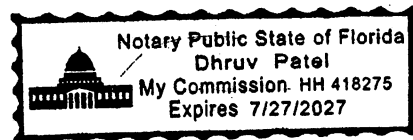
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of JULY, 2026, by James C. and Michele J. Gentles, husband and wife, who are ☐ personally known to me or ☒ who produced the following identification: Driver licenses.

[Signature]
Notary Public Signature
DHRUV PATEL
Notary Public Name

My Commission Number: HH418275
My Expiration Date: 07/27/2027

(seal)



SKETCH:
GENTLES UTILITY
EASEMENT

SKETCH OF DESCRIPTION
(NOT A BOUNDARY SURVEY)

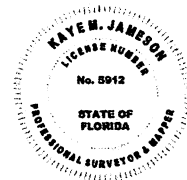
EXHIBIT "A"
SHEET 1 OF 2

LEGAL DESCRIPTION

A STRIP OF LAND TEN (10) FEET WIDE LYING WITHIN THE EAST 40 FEET OF THE EAST 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF AFORESAID EAST 1/2 OF THE NW 1/4 OF THE SE 1/4; THENCE ALONG THE EAST LINE THEREOF RUN N00°40'19"E, 1,327.22 FEET TO THE NE CORNER OF SAID EAST 1/2 OF THE NW 1/4 OF THE SE 1/4; THENCE ALONG THE NORTH LINE THEREOF RUN N89°29'57"W, 25.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN S00°40'19"W PARALLEL WITH SAID EAST LINE OF THE EAST 1/2 OF THE NW 1/4 OF THE SE 1/4 A DISTANCE OF 307.73 FEET TO THE NORTH LINE OF THE SOUTH 1,020 FEET OF SAID EAST 1/2 OF NW 1/4 OF SE 1/4; THENCE ALONG THE NORTH LINE THEREOF RUN N89°45'06"W, 10.00 FEET; THENCE RUN N00°40'19"E A DISTANCE OF 307.77 FEET TO THE NORTH LINE OF THE SE 1/4 OF AFORESAID SECTION 21; THENCE ALONG SAID NORTH LINE RUN S89°29'57"E A DISTANCE OF 10.00 TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR COLONIAL STREET ACROSS THE NORTH SIDE THEREOF.



Kaye M. Jameson

6/02/26

KAYE M. JAMESON - FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. AS A REFERENCE FOR THIS SKETCH, THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21-19-24 HAS A BEARING OF N00°40'19"E.

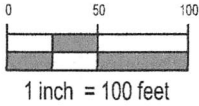
JOB SP2024.04501/0003



SKETCH:
GENTLES UTILITY
EASEMENT

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

EXHIBIT "A"
SHEET 2 OF 2



COLONIAL STREET

NORTH LINE OF THE SE 1/4
OF SECTION 21-19-24

S89°29'57"E 10.00'

NE CORNER OF THE EAST 1/2
OF THE NW 1/4 OF THE SE 1/4
OF SECTION 21-19-24

N89°29'57"W 25.00'

POINT OF BEGINNING

WEST LINE OF THE EAST 40'

S00°40'19"W 307.73'

N00°40'19"E 307.77'

SOUTH LINE OF THE NORTH 300' OF
THE EAST 1/2 OF THE NW 1/4 OF
THE SE 1/4 OF SECTION 21-19-24

N89°45'06"W 10.00'

NORTH LINE OF THE SOUTH 1020' OF
THE EAST 1/2 OF THE NW 1/4 OF
THE SE 1/4 OF SECTION 21-19-24

5 BLOCK 3

EAST LINE OF THE EAST 1/2
OF THE NW 1/4 OF THE SE 1/4
OF SECTION 21-19-24

N00°40'19"E 1,327.22'

6

7

8

9

OAKRIDGE SUBDIVISION
PLAT BOOK 11, PG 49

UNPLATTED

LEGEND:

LB = LICENSED BUSINESS
(R) = RADIAL
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CH = CHORD LENGTH
ORB = OFFICIAL RECORDS BOOK
PG = PAGE

JOB SP2024.04501/0003



SOUTH LINE OF THE EAST 1/2
OF THE NW 1/4 OF THE SE 1/4
OF SECTION 21-19-24

N89°45'06"W

POINT OF COMMENCEMENT
SE CORNER OF THE EAST 1/2
OF THE NW 1/4 OF THE SE 1/4
OF SECTION 21-19-24

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: August 24, 2026

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager or their designee authority to accept funding from the Florida Department of Transportation (FDOT) through a grant provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the City Manager or their designee authority to accept funding from the Florida Department of Transportation (FDOT) through a grant provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details.

Analysis:

The Leesburg Police Department has been identified by (FDOT) as a priority agency within a county with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. They have allocated \$7,413.40 to cover all costs associated with overtime for the enforcement effort. This initiative is designed to educate the public in safe driving, walking, and biking behaviors and to increase compliance with traffic statutes. The goal of this data-driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A budget adjustment will be processed to add these funds to the current Police Operating budget.
Account No. 001-0000-331-2100

Project No.

DOTPD5

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE AUTHORITY TO ACCEPT FUNDING FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) THROUGH A GRANT PROVIDED TO THE UNIVERSITY OF NORTH FLORIDA INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (IPTM) FOR HIGH-VISIBILITY TRAFFIC ENFORCEMENT DETAILS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Manager or their designee is hereby authorized to accept funding from the Florida Department of Transportation (FDOT), for a grant of \$7,413.40 provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details.

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 24th day of August 2026.

Mayor

ATTEST:

City Clerk



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

May 6, 2026

Chief Robert W. Hicks
Leesburg Police Department
115 E. Magnolia Street
Leesburg, Florida 34748-5904

RE: Alert Today Florida High Visibility Enforcement for Pedestrian and Bicycle Safety
Proposed Funding for Leesburg Police Department

Dear Chief Hicks:

The Florida Department of Transportation (FDOT) is offering funding to support your agency's participation in the Alert Today Florida's High Visibility Enforcement (HVE) Program for Pedestrian and Bicycle Safety. This initiative is designed to assist law enforcement in educating the public on safe driving, walking, and biking behaviors, while promoting increased compliance with traffic laws. The primary goal of this data-driven effort is to reduce traffic crashes that result in serious or fatal injuries to pedestrians and bicyclists.

The Florida Department of Transportation (FDOT) has provided subgrant funding to the Institute of Police Technology and Management (IPTM) at the University of North Florida to support this high visibility enforcement program. IPTM provides contracts to law enforcement agencies in priority counties to conduct high-visibility education and enforcement operations in areas with the highest representation of serious or fatal pedestrian and bicycle crashes. These operations support statewide crash-reduction and roadway-safety efforts.

Your agency has been identified as a priority agency within a county that has experienced a high number of severe or fatal pedestrian and bicyclist crashes. As a result, the Florida Department of Transportation (FDOT) has allocated **\$7,413.40** in overtime reimbursement funding to support your participation in this year's HVE initiative. Included with this letter are maps highlighting locations within your jurisdiction where pedestrian and bicycle crashes are overrepresented.

Pedestrian and Bicycle Safety High Visibility Enforcement Roundtable Meetings will be held at various locations throughout Florida. The enclosed schedule provides meeting dates and locations. Please submit your RSVP at https://survey.unf.edu/jfe/form/SV_cUuKiz7ZRwLsNSt. These meetings offer an opportunity to learn about program enhancements and the streamlined reporting process. It is essential that all enforcement agencies identified within the twenty-five (25) priority counties participate in this partnership to help reduce fatalities on Florida's roadways.

Please review the enclosed locations and maps and advise whether your agency is willing to participate. Agencies that apply on or before August 31, 2026, will be eligible for the full funding allocation designated for them. Beginning September 1, 2026, any unclaimed agency-specific funds will be released to the countywide allocation and made available to any agency within the county for use in designated enforcement areas. After November 30, 2026, all remaining funds will be released for use in HVE operations in any of the twenty-five (25) priority counties.

If you have questions regarding this initiative, please contact IPTM at ped.bike.safety@iptm.org or by phone at (904) 620-4748. If your agency is interested in participating in this high visibility enforcement program, please submit a Letter of Support to IPTM via email at ped.bike.safety@iptm.org. IPTM will then follow up with application details and assist with the contracting process.

We look forward to the opportunity to work with you and the Leesburg Police Department in advancing efforts to reduce pedestrian and bicyclist fatalities. Our goal is zero deaths—and by working together, we can move closer to achieving it.

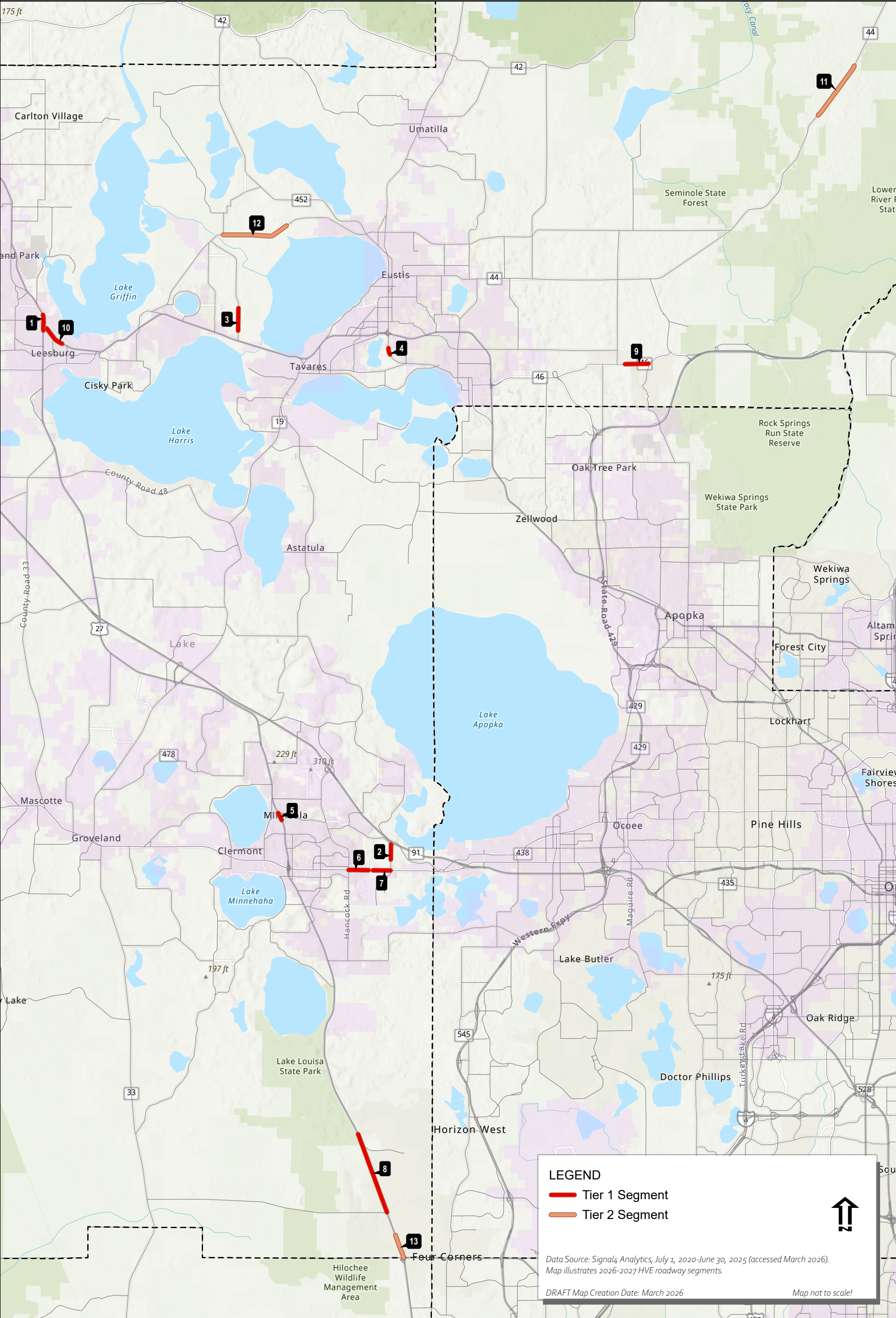
Sincerely,

A handwritten signature in blue ink that reads "Sharon Murchison". The signature is fluid and cursive, with the first name "Sharon" being more prominent than the last name "Murchison".

Sharon Murchison, MA
Associate Director

Enclosures

2026-2027 HIGH VISIBILITY ENFORCEMENT PROGRAM
LAKE COUNTY PEDESTRIAN/BICYCLE SEGMENTS



2026-2027 HIGH VISIBILITY ENFORCEMENT PROGRAM
LAKE COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	County	Roadway Name	From	To	Zip Code	Enforcement Agency	Length (feet)	Length (miles)	Pedestrian and Bicycle Crashes							Tier	Time Range		Day of the Week
									Total	Fatal	Ped Fatal	Bike Fatal	Severe Injury	Ped S. Inj	Bike S. Inj		From	To	
1	Lake	US 27	SHELFER STREET	N SHORE DRIVE	34748	Leesburg Police Department	2,994	0.57	6	1	1	0	5	1	4	1	2200	1600	Monday, Tuesday, Thursday, Friday, and Sunday
2	Lake	CR 455	GREAT LAWN WAY	OLD HIGHWAY 50	34711	Lake County Sheriff's Office	2,864	0.54	4	1	0	1	3	0	3	1	1200	1900	Tuesday, Thursday, and Sunday
3	Lake	CR 473	ROSS STREET	LAKE DRIVE	34788	Lake County Sheriff's Office	4,200	0.80	4	2	1	1	2	1	1	1	1100	2300	Monday, Thursday, Friday, and Sunday
4	Lake	N HIGHWAY 19A	DODSON CUTOFF	PROGRESS BOULEVARD	32757	Mount Dora Police Department	1,258	0.24	3	3	2	1	0	0	0	1	2300	100	Saturday and Sunday
5	Lake	US 27	W CENTER STREET	WASHINGTON STREET	34715, 34711	Lake County Sheriff's Office	1,502	0.28	3	0	0	0	3	0	3	1	700	2200	Monday, Wednesday, and Friday
6	Lake	SR 50	N HANCOCK ROAD	S GREATER HILLS BOULEVARD	34711	Clermont Police Department	3,757	0.71	3	0	0	0	3	1	2	1	800	2000	Tuesday and Friday
7	Lake	SR 50	ORANGE LAKE BOULEVARD	CR 455	34711	Clermont Police Department	3,300	0.63	3	1	1	0	2	1	1	1	1000	2300	Friday and Saturday
8	Lake	US 27	CR 474	SUPERIOR BOULEVARD	34714	Lake County Sheriff's Office	15,597	2.95	4	1	1	0	3	1	2	1	1400	2100	Monday, Friday, and Saturday
9	Lake	SR 46	TUSCAN OAKS COURT	CR 435	32776	Lake County Sheriff's Office	4,400	0.83	3	2	1	1	1	1	0	1	2100	2400	Monday, Friday, and Saturday
10	Lake	US 441	N 3RD STREET	MARION STREET	34748	Leesburg Police Department	4,121	0.78	3	0	0	0	3	2	1	1	1800	2100	Thursday, Friday, and Sunday
11	Lake	SR 44	BENTON DRIVE	MISTY LANE	32720	Lake County Sheriff's Office	11,463	2.17	3	2	1	1	1	1	0	2	800	400	Monday, Wednesday, and Sunday
12	Lake	CR 44	EMERALDA AVENUE	WEDGEFIELD DRIVE	34788	Lake County Sheriff's Office	12,437	2.36	3	2	2	0	1	0	1	2	2000	500	Wednesday, Thursday, and Friday
13	Lake	US 27	US 192	CAGAN VIEW ROAD	34714	Lake County Sheriff's Office	4,480	0.85	3	1	0	1	2	0	2	2	400	2000	Monday, Wednesday, and Friday

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: August 24, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute FAA Grant Agreement 3-12-0042-038-2026, for the Airfield Signage Replacement Design, for the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the FAA Grant funding agreement.

Analysis:

Staff has received grant offer/agreement 3-12-0042-038-2026, for the Airfield Signage Replacement Design project from the FAA, for 95% of the total design costs. The FAA requires electronic signatures; the grant agreement will be emailed to the Mayor for electronic signature, then subsequently to the City Attorney for signature. Attached is a PDF version for reference only.

The FAA allows the Airport to begin a project with airport funds, then request reimbursement when the grant is issued. On February 23, 2026, by Resolution 12,193, the Commission approved the AVCON, Inc. scope of work for a lump sum of \$121,400.00.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A budget adjustment will be processed to add FAA grant funds in the amount of \$118,655.00 to the current budget. The design was originally funded with Airport Cash Reserves, this grant reimburses the Airport for the expenses.

Account No. 048-0000-331-4100
Project No. 480003
WF No. WF1701041/1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
FAA GRANT AGREEMENT 3-12-0042-038-2026, FOR THE AIRFIELD
SIGNAGE REPLACEMENT DESIGN, FOR THE LEESBURG
INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a grant agreement with the Federal Aviation Administration, whose address is 8427 South Park Circle, Suite 524, Orlando, Florida 32819.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of August 2026.

Mayor

ATTEST:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

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

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

Dear Ms. Dean:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0042-038-2026 at Leesburg International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

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

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

Sincerely,

Juan C. Brown
Manager



**U.S. Department
of Transportation
Federal Aviation
Administration**

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area Leesburg International Airport

Airport Grant Number 3-12-0042-038-2026

Unique Entity Identifier NDCSFAJMQJ74

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

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 1, 2026, for a grant of federal funds for a project at or associated with the Leesburg International Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Airfield Signage - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number(s): 20.116.

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 \$118,655.

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

\$0 for planning

\$118,655 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 14, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

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

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

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

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

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

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

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

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

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

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

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. 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.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 2019, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

- 32. Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- 33. Construction Safety Phasing Plan.** In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated _____

City of Leesburg

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.**1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

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

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

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

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

30. Civil Rights.

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

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

- b. Applicability

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

- c. Duration.

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

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

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

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

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 01, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

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 Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: August 24, 2026

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to execute a Lessor Consent to Sublease Agreement; between the City of Leesburg and Aerostat, Inc., for a sublease agreement between Aerostat, Inc. and Bob Frazer; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Consent to Sublease.

Analysis:

Aerostat, Inc. owns and operates out of the hangar located at 8830 Airport Boulevard, at the Leesburg International Airport. Aerostat, Inc. wishes to sublease a portion of the hangar to Bob Frazer, for a Cessna 150M, tail number N704WD.

Paragraph 23 of the Primary Lease provides: "Lessee may sublet the premises, either in whole or part, upon review and prior written permission from Lessor, which may not be withheld unreasonably, so long as no default exists hereunder, provided that no change in use is made, and the sublease will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by the Lessee remains in existence".

The Airport Advisory Board reviewed the sublease agreement at the August 13, 2026, meeting, and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the Consent to Sublease Agreement with Aerostat, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LESSOR
CONSENT TO SUBLEASE AGREEMENT; BETWEEN THE CITY OF
LEESBURG AND AEROSTAT, INC., FOR A SUBLEASE AGREEMENT
BETWEEN AEROSTAT, INC. AND BOB FRAZER; 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 Aerostat, Inc., whose address is 8830 Airport Boulevard, Leesburg, Florida 34788.

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 24th day of August 2026.

Mayor

ATTEST:

City Clerk

LESSOR CONSENT TO SUBLEASE

THIS LESSOR CONSENT TO SUBLEASE ("Consent"), dated this 18th day of February 2026, is between the **CITY OF LEESBURG**, a Florida Municipal corporation ("Lessor") and, **AEROSTAT, INC.**, ("Lessee")

RECITALS:

THAT, Lessor and Lessee previously entered into a lease for real property owned by Lessor and located at **8830 Airport Blvd**, in Leesburg, Florida 34788.

WHEREAS, Lessee and Sublessee, entered into a Sublease (the "Sublease"), dated 11/31, pursuant to which Lessee subleased to Sublessee a portion of the Leased Premises consisting of Hanger Space; and

WHEREAS, the Primary Lease requires Lessor's consent to any sublease or assignment and Lessee has requested that Lessor consent to Lessee subletting the Subleased Premises to Sublessee pursuant to the Sublease; and

WHEREAS, Lessor desires to grant its express consent and permission to the Sublease, subject to the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. **Consent to Sublease and Sublease Term.** Subject to the terms and conditions hereof, Lessor hereby consents to the Sublease. **A true and correct copy of the Sublease is attached hereto as Exhibit "A".** The parties hereto acknowledge that the term of the Sublease expires on March 31, 2031, unless sooner terminated. The parties acknowledge that any extension of the Sublease term is subject to further approval and consent of Lessor.

3. **Sublease Subject and Subordinate to Primary Lease.** The Sublease shall be subject and subordinate always to the Primary Lease. In the case of any conflict between the provisions of the Primary Lease and the provisions of the Sublease, the provisions of the Primary Lease shall govern.

4. **Lessee Not Released.** Neither the Sublease nor this Consent shall release or discharge the Lessee from any covenants, duties, agreements, or liabilities under the Primary Lease. Lessee shall remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions set forth in the Primary Lease on the part of Lessee to be

performed or observed. Any breach or violation of any provisions of the Primary Lease by Sublessee shall be deemed and shall constitute a default by Lessee.

5. **Consent Limited to Subletting.** This Consent shall be deemed to be limited solely to the subletting of the Subleased Premises by Lessee to Sublessee pursuant to the Sublease. Lessor expressly reserves all rights under the Primary Lease, including, but not limited to, the right to consent to or withhold consent with respect to any other matters in the Primary Lease, including, without limitation, any proposed alterations to the Leased Premises or the Subleased Premises or any further subletting either by Lessee or Sublessee.

6. **Indemnification.** In consideration for Lessor's consent to the Sublease, Sublessee shall indemnify, defend, save, and hold Lessor harmless from any against any and all claims, demand, liabilities, losses, damages, costs, and/or expenses arising out of or related to the Sublease and/or Sublessee's use, possession, or occupation of the Leased Premises or Subleased Premises. Lessee expressly agrees and acknowledges that its indemnification obligations under the Primary Lease shall also extend to any and all claims, demand, liabilities, losses, damages, costs, and/or expenses arising out of or related to the Sublease and/or Sublessee's use, possession, or occupation of the Leased Premises or Subleased Premises.

7. **Termination of Primary Lease.** If at any time prior to the expiration or termination of the Sublease the Primary Lease shall expire or terminate for any reason, the Sublease shall automatically and simultaneously terminate. Nothing herein is intended to alter the notice requirements applicable to Lessor under the Primary Lease. Under no circumstances shall Lessor be obligated to furnish notice of any default or termination to Sublessee.

8. **Governing Law.** This Consent shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any and all actions arising out of or related to this consent shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

9. **Counterparts.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

11. **Ratification and Confirmation.** Except as amended or modified pursuant to this Consent, Lessor, Lessee, and Sublessee hereby ratify and confirm all other terms, conditions, and provisions of the Primary Lease.

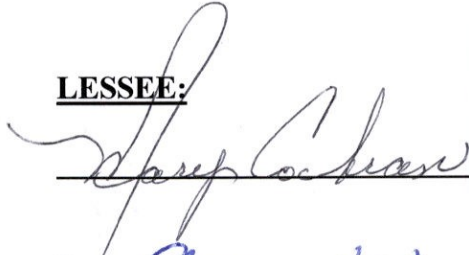
IN WITNESS WHEREOF, the parties hereto have executed this Consent to Sublease as of the date first written above.

(Signature block)

LESSOR:
CITY OF LEESBURG,
a Florida municipal corporation

By: _____
Allyson E. Berry, Mayor

LESSEE:

 _____.

By: Depostat, Inc
Print Name: Mary Cockran
Title: President

ATTEST:

J. Andi Purvis, City Clerk

MONTH-TO-MONTH RENTAL AGREEMENT

This lease agreement is made this 8-19-26 by and (between/among) Aeropost, Inc
Mary Colbran [Landlord] and Bob FRAZER, [and other Tenants,] collectively
[Tenant]. Each Tenant is jointly and severally liable for the payment of rent to the landlord and performance
of all other terms in this Agreement.

[PREMISES] ^{HANGER} rents 1 space to park a 150 Cessna TAIL # 704 WD
Landlord hereby leases the premises located at 8830 Airport Blvd
City of Leesburg, State of FL 34789 [Premises] to
Tenant.

[LEASE TERM]

The Lease will start on 1 of Sept., 2026 and will continue as a month-to-month tenancy.
To terminate tenancy, the Landlord or Tenant must give the other party a 10 day written notice of
lease non-renewal.

[LEASE PAYMENTS]

The Tenant agrees to pay Landlord for the use of the Premises in the amount of \$ 500⁰⁰ payable in
advance on the first day of each month, except when day falls on a legal holiday or weekend, in which case
rent is due on the next business day. Rent will be paid to Landlord at Landlord's address provided herein (or to
other places as directed by Landlord) by mail to _____
_____ or in person, at Landlonds home @ 818 Palm Harbor Pk
Leesburg, FL 34748
Landlord will accept check made payable to Aeropost, Inc
_____ or cashier's check made payable to Aeropost, Inc
_____ or payment by in person to Mary Colbran

[LATE FEE]

Rent paid after the 10th day of each month will be considered as late; and if rent is not paid within
10 days of such due date, Tenant agrees to pay a late fee of 5⁰⁰ per day for every day
that the rent is late.

[INSUFFICIENT FUNDS]

Tenant agrees to pay a charge of \$25⁰⁰ for each check given by Tenant to Landlord that is
returned to landlord for lack of sufficient funds.

[SECURITY DEPOSIT]

Upon execution of this Lease, Tenant shall deposit the sum of \$0⁰⁰ to be held by the
Landlord as security deposit for reasonable repair of damages to, or cleaning of the Premises upon the
expiration or termination of this Lease, or other notable damages.

[USE OF PREMISES]

Hanger
1 space

1. Tenant agrees that the Premises shall be used and occupied for no other purpose than as dwelling and that the Premises shall be occupied only by Tenant and the following named adults _____

none

_____ and the following named children none

_____ and no other without first obtaining a written consent from the Landlord.

2. The tenant hereby agrees to be responsible for the following utilities and or services _____

none

3. The Tenant is responsible for the following maintenance and or repairs _____

oil clean up or gas oil leaks

4. The tenant agrees not to keep any pets on the premises without priorly obtaining a written consent from the Landlord.

[ABANDONMENT AND RIGHT TO ENTER]

In any case that the Tenant abandons the Premises during the term of this Agreement, the Landlord has the right to enter the Premises by any means necessary without facing any liability and the Landlord may terminate this Agreement. Landlord has full entrance

[AMENDMENTS]

to hangar at all times

no airplane maintenance in hangar

The Landlord and Tenant agree that any amendments made to this Agreement must be in writing where they must be signed by both the Landlord and the Tenant. As such any amendment made by the parties will be applied to this Agreement.

[GOVERNING LAW]

This Agreement shall be governed by and construed in accordance with the laws of _____

Leesburg Terr Airport & City Commission

TENANT

Name Bob Frazer

Signature [Signature]

Date 8-19-26

Witness DORA WAWRYK

Phone 352-250-9415

Address 1110 Cedar Ave

TAVARES, FL. 32778

Signature [Signature]

Date 8-19-26

LANDLORD

Name Airport & City

Signature [Signature]

Date 8/19/26

Address 818 Palm Harbor AT

Leesburg FL 34748

Witness DORA WAWRYK

Phone 1110 Cedar Ave

Address TAVARES FL 32778

Signature [Signature] Date 8-19-26

352-250-9415

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: August 24, 2026

From: Christopher Matthews, Gas Service Planner, Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Forestar (USA) Real Estate Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pods 5 & 7 and Spine Road Phase 2; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and Forestar (USA) Real Estate Group, Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Forestar (USA) Real Estate Group, Inc., for the development known as Orange Bend Ranch Pods 5 & 7 and Spine Road Phase 2, located west of County Road 44 and north of Poe Street. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 189 units. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$619,964.64.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$619,964.64 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223.31-00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND FORESTAR (USA) REAL ESTATE GROUP, INC., REGARDING NATURAL GAS SERVICE TO THE DEVELOPMENT KNOWN AS ORANGE BEND RANCH PODS 5 & 7 AND SPINE ROAD PHASE 2; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Forestar (USA) Real Estate Group, Inc., whose address is 2221 E Lamar Boulevard, Suite 790, Arlington, Texas 76006, regarding providing natural gas service to the development known as Orange Bend Ranch Pods 5 & 7 and Spine Road Phase 2.

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 24th day of August 2026.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of July, 2026 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as "City"), and Forestar (USA) Real Estate Group, Inc. 2221 E. Lamar Blvd. Ste. #790, Arlington, TX, 76006 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 34-18-25-0003-000-038-00, 33-18-25-0001-000-002-00

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Orange Bend Ranch Pod 5&7 and Spine Road Phase 2" ; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (189) units within the Development are equipped with:

A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

B. A natural gas water heater, and natural gas stove, and natural gas dryer.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is six hundred nineteen thousand, nine hundred sixty-four dollars and sixty-four cents (\$619,964.64). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard

service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

9. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the Development will be individually metered.

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees

and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. The Parties understand and agree that this Agreement sets forth the entire understanding between the parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument, and the parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned

separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

16. The Parties understand and agree that this Agreement may not be amended orally, by implication, by course of conduct, or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both parties hereto.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
Allyson E. Berry, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: Craig McIntosh
Title: Vice President

Schedule "A"

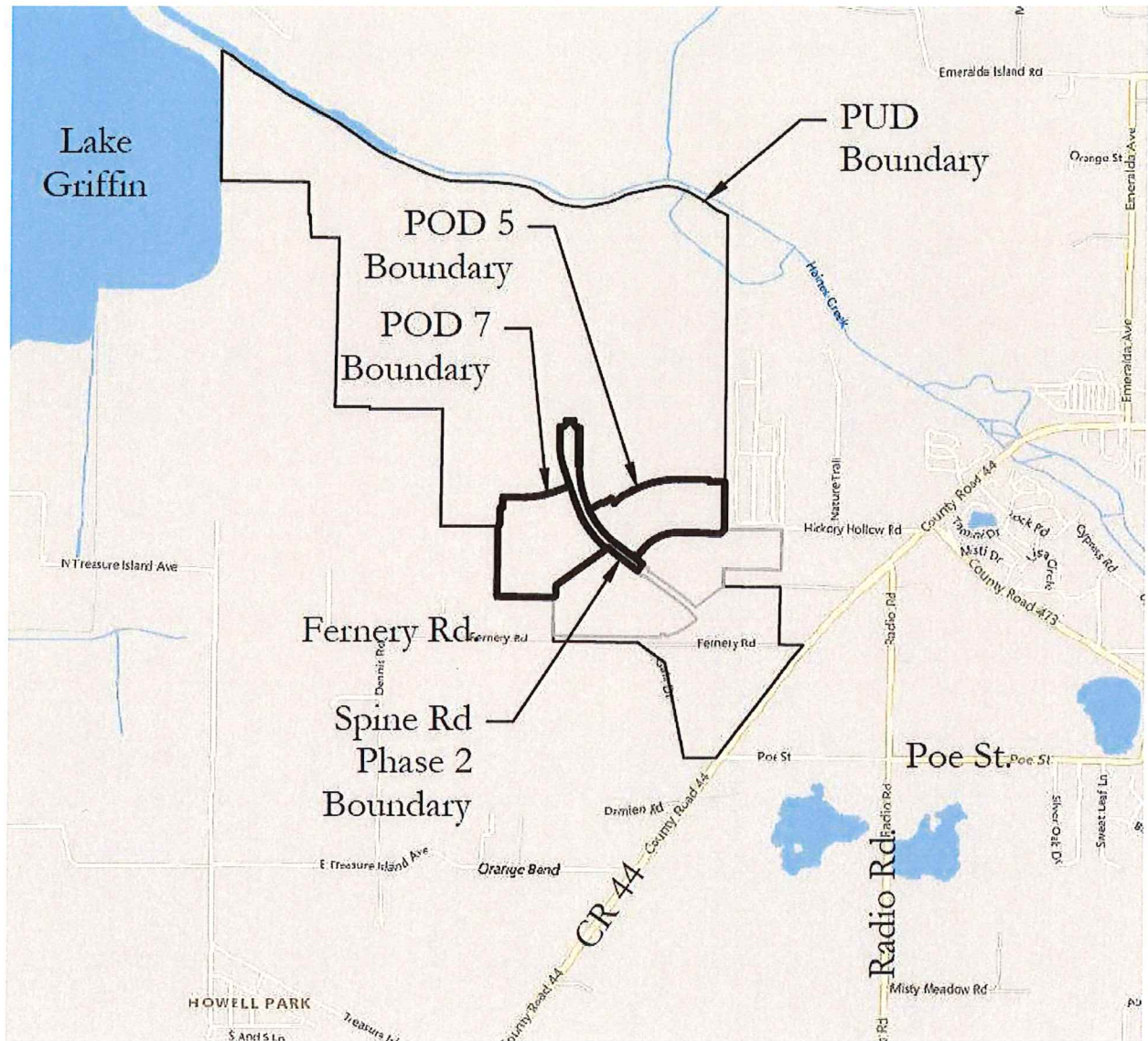
LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14 AND 15, ORANGE BEND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 35 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A PORTION OF THE NORTH ½ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE S42°55'45"W, A DISTANCE OF 73.82 FEET; THENCE N89°42'18"W, A DISTANCE OF 135.00 FEET; THENCE N00°17'42"E, A DISTANCE OF 14.13 FEET; THENCE N89°42'18"W, A DISTANCE OF 344.47 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 53°47'05"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 502.22 FEET (CHORD BEARING = S63°24'10"W, CHORD = 483.98 FEET) TO A POINT OF TANGENCY; THENCE S36°30'37"W, A DISTANCE OF 61.89 FEET; THENCE N84°37'18"W, A DISTANCE OF 97.17 FEET; THENCE S36°30'37"W, A DISTANCE OF 17.50 FEET; THENCE S53°29'23"E, A DISTANCE OF 183.17 FEET; THENCE S36°30'37"W, A DISTANCE OF 80.00 FEET; THENCE N53°29'23"W, A DISTANCE OF 369.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1,240.00 FEET AND A CENTRAL ANGLE OF 03°19'26"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 71.94 FEET (CHORD BEARING = N51°49'40"W, CHORD = 71.93 FEET) TO A POINT OF NON TANGENCY; THENCE S39°50'03"W, A DISTANCE OF 17.50 FEET; THENCE S55°11'13"W, A DISTANCE OF 732.65 FEET; THENCE S00°17'42"W, A DISTANCE OF 111.56 FEET; THENCE S41°52'08"W, A DISTANCE OF 37.67 FEET; THENCE N89°25'52"W, A DISTANCE OF 666.47 FEET; THENCE N00°30'09"E, A DISTANCE OF 816.66 FEET; THENCE N42°14'41"E, A DISTANCE OF 37.40 FEET; THENCE N00°17'42"E, A DISTANCE OF 185.00 FEET; THENCE S89°42'18"E, A DISTANCE OF 26.78 FEET; THENCE N00°17'42"E, A DISTANCE OF 125.00 FEET; THENCE S89°42'18"E, A DISTANCE OF 268.71 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 19°55'58"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 295.71 FEET (CHORD BEARING = N80°19'43"E, CHORD = 294.22 FEET) TO A POINT OF NON TANGENCY; THENCE N70°21'44"E, A DISTANCE OF 116.95 FEET; THENCE N70°20'30"E, A DISTANCE OF 125.00 FEET; THENCE N19°38'16"W, A DISTANCE OF 201.80 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 854.57 FEET AND A CENTRAL ANGLE OF 20°58'03"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 312.73 FEET (CHORD BEARING = N10°09'39"W, CHORD = 310.99 FEET) TO A POINT OF NON TANGENCY; THENCE N00°17'42"E, A DISTANCE OF 179.72 FEET; THENCE S89°42'18"E, A DISTANCE OF 5.08 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 117.81 FEET (CHORD BEARING = N45°17'42"E, CHORD = 106.07 FEET) TO A POINT OF NON TANGENCY; THENCE S89°42'18"E, A DISTANCE OF 80.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.05 FEET AND A CENTRAL ANGLE OF 88°40'21"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 116.14 FEET (CHORD BEARING = S44°03'43"E, CHORD = 104.90 FEET) TO A POINT OF NON TANGENCY; THENCE S00°16'48"W, A DISTANCE OF 458.13 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1,128.59 FEET AND A CENTRAL ANGLE OF 25°58'06"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 511.51 FEET (CHORD BEARING = S13°40'55"E, CHORD = 507.14 FEET) TO A POINT OF NON TANGENCY; THENCE N61°00'17"E, A DISTANCE OF 125.07 FEET; THENCE N63°49'17"E, A DISTANCE OF 50.00 FEET; THENCE S26°50'24"E, A DISTANCE OF 8.77 FEET; THENCE N63°18'33"E, A DISTANCE OF 125.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 842.50 FEET AND A CENTRAL ANGLE OF 04°09'59"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.26 FEET (CHORD BEARING = S28°46'26"E, CHORD = 61.25 FEET) TO A POINT OF NON TANGENCY; THENCE N48°52'41"E, A DISTANCE OF 132.53 FEET; THENCE N65°14'06"E, A DISTANCE OF 50.07 FEET; THENCE N62°04'29"E, A DISTANCE OF 81.43 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,150.00 FEET AND A CENTRAL ANGLE OF 21°41'11"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.27 FEET (CHORD BEARING = N73°24'55"E, CHORD = 432.68 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,069.63 FEET AND A CENTRAL ANGLE OF 05°06'28"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.35 FEET (CHORD BEARING = N86°40'45"E, CHORD = 95.32 FEET) TO A POINT OF NON TANGENCY; THENCE S89°58'01"E, A DISTANCE OF 79.87 FEET; THENCE S89°42'18"E, A DISTANCE OF 250.00 FEET; THENCE S89°07'55"E, A DISTANCE OF 50.00 FEET; THENCE S00°17'38"W, A DISTANCE OF 22.80 FEET; THENCE S89°42'18"E, A DISTANCE OF 185.00 FEET; THENCE S00°17'42"W, A DISTANCE OF 551.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.79 ACRES, MORE OR LESS.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: August 24, 2026

From: Dan Miller, (Planning and Zoning Director), Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the First Amendment to the Proportionate Share Mitigation Agreement for Tierra Vista, as entered into by and between the School Board of Lake County, Florida, Trinity Land Company, LLC, and the City of Leesburg to extend the term of the Agreement until December 28, 2026; and providing an effective date.

Staff Recommendation:

Approval of the attached First Amendment to Proportionate Share Mitigation Agreement for Tierra Vista.

Analysis:

A proportionate share mitigation agreement, Case #2023-22, was entered into by the School Board of Lake County, Florida, Trinity Land Company, LLC, and the City of Leesburg on June 10, 2024. The applicant/property owner, Trinity Land Company, LLC, has requested an extension of the agreement until December 28, 2026.

Trinity Land Company, LLC, signed the requested amendment on June 16, 2026, and the School Board of Lake County executed the same on August 10, 2026.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING THE FIRST AMENDMENT TO THE PROPORTIONATE SHARE MITIGATION AGREEMENT FOR TIERRA VISTA, AS ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, TRINITY LAND COMPANY, LLC, AND THE CITY OF LEESBURG TO EXTEND THE TERM OF THE AGREEMENT UNTIL DECEMBER 28, 2026; 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 the First Amendment to the Proportionate Share Mitigation Agreement, under Lake County School Concurrency Case Number 2023-22, for the project known as Tierra Vista, between the Lake County School Board, whose address is 201 West Burliegh Avenue, Tavares, Florida 32778, and Trinity Land Company, LLC, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Oakland, Florida 32803, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida 34748, to extend the termination date to December 28, 2026.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of August 2026.

Mayor

ATTEST:

City Clerk

Return to:

Lake County Schools – Growth Planning Dept.
201 W. Burleigh Blvd.
Tavares, FL 32778

**FIRST AMENDMENT TO PROPORTIONATE SHARE
MITIGATION AGREEMENT FOR
TIERRA VISTA
CASE #2023-22**

THIS FIRST AMENDMENT is made effective this 10 day of August, 2026 by and between The School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), **Trinity Land Company, LLC**, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Oakland, Florida 32803, (“**Applicant/Property Owner**”) and the City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, FL 34748 (“**City**”).

WHEREAS, Applicant/Property Owner, School Board and City previously entered into that certain Proportionate Share Mitigation Agreement recorded June 28, 2024 in Official Records Book 6357, Page 776, in the Public Records of Lake County, Florida (the “**Agreement**”).

WHEREAS, under Section 6 of the Agreement, the Agreement is subject to termination if Applicant/Property Owner fails to record a plat, unless Applicant has proceeded in good faith and in a diligent and timely manner.

WHEREAS, School Board finds that Applicant/Property Owner has demonstrated a good faith effort to proceed in a diligent and timely manner toward recording the necessary plat approval.

WHEREAS, Applicant/Property Owner has requested a six (6) month extension and School Board and City are willing to provide such extension under the terms and conditions contained herein.

WHEREAS, Applicant/Property Owner, School Board, and City desire to amend the Agreement in accordance with Section 13 of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant/Property Owner, School Board, and City agree to make the following terms and conditions part of the Agreement:

1. The above recitals are true and correct and fully incorporated herein.
2. The term of the Agreement shall end on December 28, 2026.

3. Paragraph 7 of the Agreement is hereby deleted in its entirety and replaced with the following: This Agreement shall automatically terminate if Applicant/Property Owner fails to record the applicable plat approval(s) by **December 28, 2026**. If the Agreement is terminated, then Applicant/Property Owner, School Board, and City shall have no further duties or obligations hereunder and Applicant/Property Owner shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (c) re-apply for any future school concurrency reservation associated with the Project.
4. Applicant shall record this First Amendment, at Applicant's sole expense, in the public records of Lake County, Florida **within ten (10) days after full execution** by Applicant/Property Owner, School Board, and City. Failure to timely record this First Amendment shall render it void and unenforceable.
5. Within thirty (30) days after receiving the proportionate share mitigation payment described in the Agreement, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of the Agreement, as amended, and acknowledges receipt of such proportionate share mitigation payment, in the public records of Lake County, Florida.
6. This First Amendment may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single instrument. An electronic or facsimile copy of this First Amendment and any signatures hereon shall be considered for all purposes as originals.
7. Time is of the essence as to all due dates, deadlines, and time periods set forth herein.
8. All capitalized terms not otherwise defined herein shall have the same definition as contained in the Agreement.
9. All terms and conditions of the Agreement not otherwise modified hereby shall remain in full force and effect.
10. Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, Applicant/Property Owner, School Board, and City have executed this Agreement as of the dates set forth below.

Signed, sealed, and delivered
in the presence of:

[Signature]
Signature of Witness #1

ANDRES ARVELO
Printed Name of Witness #1

605 COMMONWEALTH AVE
ORLANDO FL 32803
Printed Address of Witness #1

[Signature]
Signature of Witness #2

TAN TRAN
Printed Name of Witness #2

605 Commonwealth Ave
ORLANDO FL 32803
Printed Address of Witness #2

STATE OF Florida

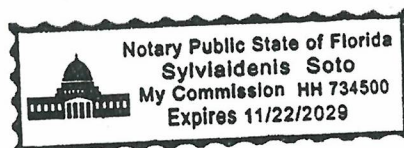
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
___ (online) notarization, this 16th day of June, 2026 by Andrew Orosz, as
Authorized Representative of Trinity Land Company, LLC, a limited liability company, on
behalf of the company. She/He ☒ is personally known to me OR ___ has produced
___ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]

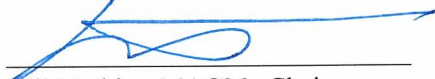
[Signature]
Notary Public
Sylviaidenis Soto
Print Name

My Commission Expires: 11/22/2029



IN WITNESS WHEREOF, Applicant/Property Owner, School Board, and City have executed this Agreement as of the dates set forth below.

The School Board of Lake County, Florida

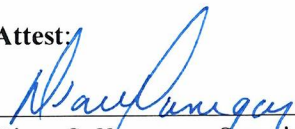
By: 
Bill Mathias, MAOM , Chair

Date: 8/10/26

Approved as to form:


School Board Attorney

Attest:


Diane S. Kornegay, Superintendent

City of Leesburg, Florida

By: _____
Allyson Berry, Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

Return to:
Heather Croney
Lake County Schools – Growth Planning Dept.
201 W. Burleigh Blvd.
Tavares, FL 32778

PROPORTIONATE SHARE MITIGATION AGREEMENT
Tierra Vista
LCS2023-22

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT is entered into by and between the School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), Trinity Land Company, LLC, a Florida **limited liability company**, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803 (“**Applicant**”/“**Contract Purchaser**”); and the City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (“**City of Leesburg**”). School Board, Applicant, and the City of Leesburg may also be referred to herein each as a “**Party**”.

WHEREAS, the School Board, the municipalities located within Lake County, Florida, and the Lake County, Florida Board of County Commissioners (“**County**”) entered into that certain First Amended Interlocal Agreement For School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Applicant is the contract purchaser of those certain tracts of land situated in Lake County, Florida, commonly identified by Alternate Key(s) 1035422 and 1296633, more particularly described on **Exhibit “A”** attached hereto, and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant has requested that the City of Leesburg rezone the Property to a Planned Unit Development (PUD) and allow the development of three hundred sixty-five (365) single-family residential dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, the School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of the School Board’s capacity review is thirty-six (36) high school students (the “**Capacity Deficit**”).

WHEREAS, the City of Leesburg’s approval of the final site plan without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand on public school facilities to be created by the actual development of the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant, School Board, and City of Leesburg agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the “**Effective Date**”) and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date. The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant, (ii) Applicant delivers an affidavit to School Board and City of Leesburg, no later than thirty (30) days prior to the expiration of the term, that demonstrates Applicant’s good faith efforts to obtain all development approvals required to proceed with the Project, and (iii) School Board and City of Leesburg each agree, in their sole discretion, to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and City of Leesburg and recorded, at Applicant’s sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** Applicant’s proportionate share mitigation payment is one million and five hundred forty-five thousand and twelve Dollars (\$1,545,012 USD) (the “**Mitigation Payment**”). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of the Student Station (i.e. $36 \times \$42,917 = \$1,545,012$).
 - b. **Due Date.** The Mitigation Payment shall be made no more than ninety (90) days after final site plan approval by the City of Leesburg for the Project or prior to recording a plat, whichever is applicable (the “**Due Date**”). This provision shall survive the expiration of this Agreement.

If Applicant develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from the Applicant under this Section will be paid in increments, before the Applicant recording the final plat for each phase, based on the number of residential dwelling units reflected on the final plat for each such phase.

By way of example, if the phase 1 plat contains 120 residential dwelling units, then the

Proportionate Share Mitigation payment due prior to the recording of such plat would be \$507,949 ($120/365 \times \$1,545,012$). The remaining phases would be as follows:

Phase 2 (140 units):	\$592, 607.00
Phase 3 (105 units):	<u>\$444,456.00</u>
Total:	\$1,545,012.00

In the event that the final plat approved by the City of Leesburg results in less than 365 residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by the City of Leesburg.

- c. **Delivery Instructions.** The applicant shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit "D"**, to the School Board's Growth Planning Department at 201 West Burleigh Boulevard, Tavares, FL 32778.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. The applicant shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Applicant shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to the School Board. School Board shall notify all applicable local governments once the Mitigation Payment is received by School Board.

6. **Termination.** This Agreement shall automatically terminate if (a) City of Leesburg does not approve Applicant's requested rezoning of the Property within one hundred eighty (180) days of the Effective Date of this Agreement, or (b) Applicant breaches this Agreement by failing to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days.

7. **Effect of Expiration/Termination.** Except as otherwise provided for herein, if this Agreement expires before Applicant begins initial construction of the Project or is terminated, then Applicant, School Board, and City of Leesburg shall have no further duties or obligations hereunder and Applicant shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Applicant, School Board, and City of Leesburg each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and

approvals of City of Leesburg and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, City of Leesburg, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may only assign its rights or obligations contained herein to a successor in fee simple title to the Property after obtaining the prior written consent of the School Board and City of Leesburg. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, consented to by School Board and City of Leesburg, and recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by the United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board: School Board of Lake County
Attn: Superintendent of Schools
201 West Burleigh Blvd.
Tavares, FL 32778

If to City of Leesburg: City of Leesburg
Attn: City Manager
501 West Meadow Street
Leesburg, Florida 34748

If to Applicant, Contract Purchaser:
Trinity Land Company, LLC
Attn: Andrew J. Orosz
605 Commonwealth Avenue
Orlando, Florida 32803

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

12. **Recording of this Agreement.** Applicant shall record this Agreement, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Applicant, School Board, and City of Leesburg. Failure to timely record this Agreement shall render it void and unenforceable.

13. **Recording Notice of Satisfaction.** Within thirty (30) days after receiving the Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

14. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Applicant, School Board, and City of Leesburg, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

15. **Construction.** This Agreement shall be construed as if Applicant, School Board, and City of Leesburg jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

16. **Modification; Waiver.** This Agreement may not be modified or amended nor shall any provision of this Agreement be waived except in writing signed by Applicant, School Board, and City of Leesburg, or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Applicant, School Board, and City of Leesburg, or their respective agents acting under express written authority to do so.

17. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

18. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

19. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Applicant, School Board, and City of Leesburg each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Applicant, School Board, and City of Leesburg hereby waive any challenge to personal jurisdiction or venue in such courts.

20. **Prevailing Party Attorney's Fees.** If Applicant, School Board, or City of Leesburg brings a

legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

21. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Applicant shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

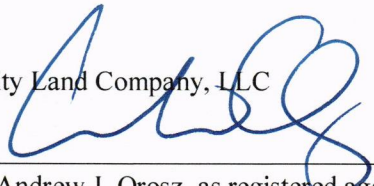
22. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

23. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

[Remainder of this Page is Intentionally Left Blank]

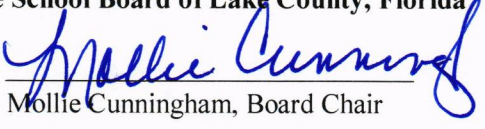
IN WITNESS WHEREOF, Applicant, School Board, and City of Leesburg have executed this Agreement as of the dates set forth below.

Trinity Land Company, LLC

By: 
Andrew J. Orosz, as registered agent

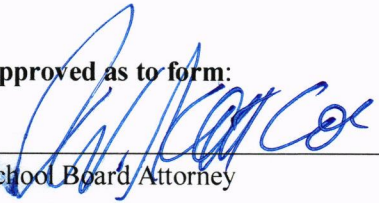
Date: 4-17-2024

The School Board of Lake County, Florida

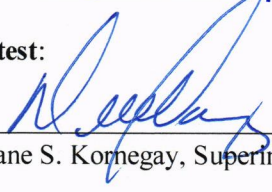
By: 
Mollie Cunningham, Board Chair

Date: 5-13-2024

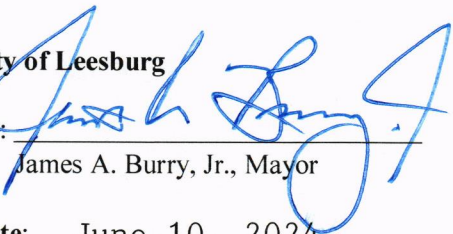
Approved as to form:


School Board Attorney

Attest:

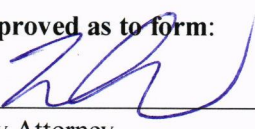

Diane S. Kornegay, Superintendent

City of Leesburg

By: 
James A. Burry, Jr., Mayor

Date: June 10, 2024

Approved as to form:


City Attorney

Attest:

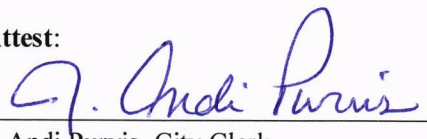

J. Andi Purvis, City Clerk

Exhibit A – Legal Description

Tierra Vista

The South 1/2 of the Southeast 1/4 of Section 27, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Together with;

The Northeast 1/4 of Section 34, Township 20 South, Range 24, East, in Lake County, Florida, lying East of State Road 33 and South of the Florida State Turnpike. LESS AND EXCEPT that portion of the above-described property conveyed to the Florida State Turnpike Authority by deed recorded O.R. Book 211, Page 143, of the Public Records of Lake County, Florida.

Exhibit B – Location Map



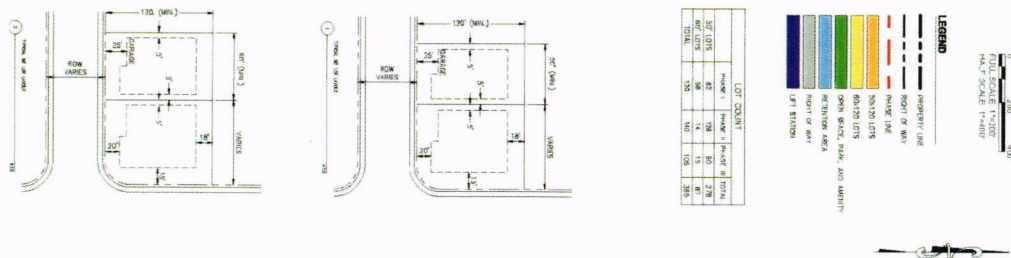
[illegible]

Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2023-22
Project Title:	Tierra Vista
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1035422, 1296633
Permit Type: (Plat, preliminary plat or final site plan, final subdivision plan, etc.)	final site plan or final plat, whichever is applicable
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Tierra Vista
Total Units:	365
Unit Type: SF, MF, MH	Single Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department – Attn: Heather Croney 201 West Burleigh Boulevard Tavares, FL 32778 For more information contact Heather Croney, Growth Planning Department at 352-253-6696 or by email at croneyh@lake.k12.fl.us

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: August 24, 2026

From: Al Minner, (City Manager)

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

Staff Recommendation:

Approve Resolution extending Gray Robinson, PA agreement for legal/lobbying services.

Analysis:

Gray Robinson has been retained to provide legal and lobbying services for the City of Leesburg. The firm has been instrumental in keeping the City updated concerning ongoing legislative efforts, as well as providing insight into grant opportunities.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH GRAY ROBINSON, P.A. FOR LOBBYING
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Gray Robinson, P.A., for the purpose of providing lobby services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of August 2026.

Mayor

ATTEST:

City Clerk

August 13, 2026

Mr. Al Minner
City Manager
City of Leesburg
P.O. Box 490630
Leesburg, FL, 34749-0630
Email: Al.Minner@leesburgflorida.gov

Re: Engagement with GrayRobinson, P.A.

Dear Mr. Minner:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of Leesburg. The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City of Leesburg before the State of Florida on issues related to the executive and legislative branches of government. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Joseph Salzverg, as I will continue to serve as an additional contact for this representation.

Fees, Costs and Terms

In exchange for these services, the City of Leesburg has agreed to pay the Firm \$5,500.00 per month for a period of twelve (12) months beginning with an initial payment of \$5,500.00 on August 1, 2026, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City of Leesburg's behalf for pre-approved expenses. Both the City of Leesburg and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, The City consents for the Firm's lobbyists to register to represent the City of Leesburg, and the City of Leesburg agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City of Leesburg consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality services, the Firm may use advanced technologies, including generative artificial intelligence (AI), to assist in research, drafting, and other related tasks. The use of such technologies is supervised by our lobbyists and is intended to enhance, not replace, the judgment and expertise that we bring to this representation.

Please be advised of the following:

- **Human Oversight:** All work products generated by the Firm using AI tools are carefully reviewed and validated by responsible individuals in our Firm. We do not rely on content we generate using AI without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our Firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any advice, document, or strategy we develop rests with us.

- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our services. If you have any concerns about the use of AI in your representation, please inform us, and we will discuss alternative approaches to meet your needs.

Distinguishing Between Lobbying and Legal Services; Conflicts

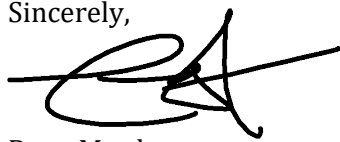
GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our Firm.* If legal services are required by the City of Leesburg, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors, or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an “ethics wall” to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2025. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Ryan Matthews

For: City of Leesburg

Date

Attached: Additional Understanding Regarding Representation
 Privacy Policy

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: August 24, 2026

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amended and Restated Non-Residential Lease Agreement between the City of Leesburg and the Leesburg Boating Club, Inc., for the purpose of extending the term of the lease to expire December 31, 2056; and providing an effective date.

Staff Recommendation:

Staff recommends approval.

Analysis:

The Leesburg Boating Club has occupied its current building in Venetian Gardens since July, 1962. The Club has made improvements and continues to want to make future improvements to the property and, as such, is seeking an extension to the lease.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AMENDED AND RESTATED NON-RESIDENTIAL LEASE AGREEMENT
BETWEEN THE CITY OF LEESBURG AND THE LEESBURG BOATING
CLUB, INC., FOR THE PURPOSE OF EXTENDING THE TERM OF THE
LEASE TO EXPIRE DECEMBER 31, 2056; 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 Leesburg Boating Club, Inc., whose address is Post Office Box 1043, Leesburg, Florida 34748.

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 24th day of August 2026.

Mayor

ATTEST:

City Clerk

AMENDED AND RESTATED NON-RESIDENTIAL LEASE AGREEMENT

THIS AMENDED AND RESTATED NON-RESIDENTIAL LEASE AGREEMENT (the "Lease") is made and entered into on the ____ day of _____, 2026, by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "Landlord") and **LEESBURG BOATING CLUB, INC.** a Florida not for profit corporation whose address is Dozier Circle, Post Office Box 1043, Leesburg, Florida 34748 (the "Tenant").

WITNESSETH:

WHEREAS, Landlord is owner of the improved real property located at 31 Dozier Circle, Leesburg, Lake County, Florida, described more particularly as follows:

Parcel ID: 26-19-24-0004-000-07000

Commencing at the Southwest corner of Block 45 of the City of Leesburg, according to the Official Map thereof, as recorded in Plat Book 2, Page 19 of the Public Records of Lake County, Florida; Run South along the Southerly projection of the East boundary line of said Block 45 for a distance 650 feet to the Point of Beginning of this description; thence from said Point of Beginning run West for a distance of 148 feet; thence run South to the waters of the Lake Harris Yacht Basin; thence run easterly along said waters a distance of 190 feet, more or less, to a point that is due south of a point that is 42 feet east of the point of beginning; thence run north to said point laying 42 feet east of the Point of Beginning; thence run West for a distance of 42 feet to the Point of Beginning

(hereinafter referred to as the "Property", "Premises", and/or "Leased Premises"); and

WHEREAS, Tenant originally constructed the building and related facilities on the Property and has occupied and maintained the Property pursuant to a lease agreement with the Landlord since 1962 (the "Original Lease");

WHEREAS, the Original Lease has been modified and extended over time and the parties wish to modify, restate, and extend the Original Lease pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises of the parties hereto, Landlord and Tenant hereby agree as follows:

1. **PREMISES.** In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises, to operate a boating club and related boating club facilities (the "Permitted Use").

2. **TERM.** The term of this Lease shall be for a term of approximately thirty and one-half years, which term shall commence on _____, 2026, and shall terminate on December 31, 2056 at 11:59 p.m. Eastern Standard Time (the "Term"), unless sooner terminated in accordance with the terms and conditions hereof or applicable Florida law, or unless extended by subsequent written agreement executed by the parties hereto.

3. **RENT.** Tenant shall pay rent to Landlord in the amount of \$1.00 per year, in advance, on or before January 1 of each year.

4. **TAXES.**

a. **Personal Property Taxes and Business Tax Receipt.** Tenant shall solely be responsible for any and all intangible and personal property taxes assessed or imposed in connection with Tenant's use and operation of the Premises, as well as all business tax receipts or similar occupancy license charges due in connection with Tenant's occupancy or use of the Premises.

b. Real Estate Taxes. Landlord shall be responsible for paying all ad valorem and non-ad valorem assessments imposed against the Property.

5. SECURITY DEPOSIT. Tenant shall not be required to pay Landlord a security deposit in connection with this Lease.

6. USE.

a. Permitted Use. Tenant shall continuously use and occupy the Premises only for the Permitted Use of the Premises to the extent not prohibited by covenants or restrictions imposed on the Property or prohibited by applicable codes, ordinances, statutes, laws, rules, or regulations of any governmental body with jurisdiction over the Premises, in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose except as stated in Section 1 of this Lease absent written approval from Landlord, which approval shall lie in Landlord's sole discretion. Tenant is solely responsible for confirming that Tenant's intended use of the Premises and the Permitted Use is permitted by law and any applicable recorded covenants or restrictions, and for obtaining all licenses, approvals, and permits for its intended use, which licenses, approvals, and permits are not conditions to this Lease or Tenant's obligations under this Lease. Tenant shall conduct its business in the Premises solely under Tenant's name. The agreements of Tenant concerning limitations on the use of the Premises, as set forth in this Lease, are a material inducement to Landlord in entering into this Lease.

b. Marina and Docks. Tenant shall have the right to build and maintain any marina and docks on the Property (at Tenant's sole cost and expense) and to restrict use of such facilities to its members and post the dock as private for use of members only. All such facilities shall be considered part of the Property.

c. No Offensive or Illegal Use. No use of the Premises during the Lease Term shall be offensive to the neighborhood or surrounding properties by reason of odor, fumes, noise, or traffic; no illegal activity or activity that will result in the sale or storage of counterfeit goods or merchandise shall be conducted on the Premises by Tenant or by anyone claiming the right to use the Premises by or through Tenant; and no activities on the Premises shall be permitted by Tenant, or by anyone claiming the right to use the Premises by or through Tenant, which are, in the sole discretion of Landlord, immoral or lewd or capable of subjecting the Premises to an unfavorable reputation or reducing the sale or rental value of the Premises. Tenant shall not use the Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and the Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's operation, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Premises or Tenant's intent to

store or use Hazardous Material on the Premises. Any cure periods for a default by Tenant under this Lease shall not be applicable to a default by Tenant of the terms of this section.

7. ASSIGNMENT OR SUBLETTING. Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, revocation, operation of law, or any other manner (any of which, a "transfer"), without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion or conditioned on further consideration. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of direct or indirect ownership or control of the business entity comprising Tenant, or permit any portion of the Property to be occupied by third parties. Any transfer by Tenant in violation of this article shall be a material violation of this Lease subjecting the same to immediate termination and/or shall at Landlord's option, be void. Landlord may assign any or all of its rights under this Lease without permission of or prior notice to Tenant. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, Landlord shall automatically be released from all of its obligations and liabilities hereunder.

8. INSURANCE.

a. Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form or its equivalent in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) fire and extended coverage on the Property and on its contents, including any Alterations or improvements made by Tenant; (iii) plate glass insurance; and (iv) such other insurance as may be reasonably required by Landlord. Tenant's insurance shall provide primary and non-contributory coverage to the Landlord when any policy issued to any Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's policies may have any deductibles, or any self-insured retentions. All insurance policies shall name the Landlord as an additional insured, and Tenant shall furnish evidence of such insurance naming Landlord as an additional insured within five (5) days of any request by Landlord for such information. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties. Considering the length of the Term, Tenant understands agrees and acknowledges that Landlord may alter these insurance requirements from time-to-time by providing written notice to Tenant in which case Tenant shall promptly comply with such modified insurance requirements.

b. Landlord's Insurance. Landlord may insure the Property and/or Premises and building against loss or damage by fire or other casualty to the extent of the full insurable value of the building, including all improvements, Alterations, additions and changes made by Landlord or Tenant, however, such insurance is solely for the benefit of Landlord. Landlord has no duty or obligation to procure or maintain insurance coverage for the benefit of Tenant or any other parties.

9. DEFAULT.

a. Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of rent when due; (b) Tenant violates any requirement under the Use article of this Lease; (c) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant; (d) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (e) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (f) Tenant ceases to conduct any business operations at the Premises for a period of 30 consecutive days; (g) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises; (h) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (i) Tenant transfers any portion of this Lease in violation of the Assignment or Subletting article; (j) Tenant fails to deliver an estoppel certificate or subordination agreement within the time periods required by this Lease; (k) if Tenant is a

franchisee, Tenant's franchise agreement is terminated; (m) Tenant fails to maintain insurance; or (n) Tenant fails to perform any other obligation under this Lease or otherwise violates any provision of this Lease.

b. Remedies. If Tenant defaults in the payment of rent and/or sales tax and said default continues for a period of three (3) days after delivery of written notice from Landlord to Tenant in which Landlord demands that Tenant either (a) make payment of the rent and/or sales tax, that is due or (b) deliver possession of the Premises to Landlord, Landlord may terminate Tenant's right to possession and may declare immediately due and payable all rent and sales tax, for the balance of the then-existing term of the Lease. If Tenant defaults under any of the other obligations of Tenant under this Lease, and said default continues for a period of fifteen (15) days after Landlord has delivered to Tenant written notice of the existence of said default or if said default is a repeat violation within twelve (12) months, Landlord may terminate this Lease, and may declare immediately due and payable all rent for the balance of the then-existing term of the Lease. The foregoing remedies are not intended to limit Landlord's remedies and are available and exercisable by Landlord in addition to any and all other remedies provided under Florida law. Notwithstanding the foregoing, this Lease shall be terminated immediately, without notice to Tenant, in the event Tenant 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 Tenant's property; or if Tenant makes an assignment for the benefit of any creditor(s).

c. Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

d. Limitations. Neither Landlord, nor Landlord's mayor, commissioners, officers, directors, members, managers, employees, representatives, agents, attorneys or insurers of Landlord, shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIMS BY TENANT OF ANY KIND WHATSOEVER ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES OR ANY RIGHTS AND OBLIGATIONS THEY MAY HAVE RELATING TO THE PREMISES, THIS LEASE, OR ANYTHING RELATED TO EITHER, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than thirty (30) days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term articles) to consequential damages, lost profits, punitive damages, or special damages of any kind. Nothing herein is intended to alter or waive any sovereign immunity rights or limitations on liability existing in favor of Landlord as a Florida municipal corporation.

e. Presumption of Abandonment. It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for thirty (30) consecutive days absent written notice to Landlord providing a reasonable basis or explanation for the absence or closure. If Tenant's Charter is revoked or Tenant is otherwise dissolved, Tenant shall also be presumed to have abandoned the Premises. Tenant agrees that upon abandonment of the Premises, Landlord shall not be liable or responsible for the storage or disposition of Tenant's property, inventory, or possessions.

10. ALTERATIONS. "Alterations" shall mean any alteration, modification, addition, or improvement in or on or to the Property of any kind or nature. Tenant may make reasonable Alterations to the Premises after providing written

notice and details of the Alteration to the Landlord. All Alterations shall be performed in accordance with applicable laws and building codes and will be deemed approved by Landlord unless Landlord objects to a proposed Alteration in writing within five (5) days of receiving notice from the Tenant. The parties will cooperate in good faith in attempting to resolve any objections.

11. LIENS. The interest of Landlord in the Premises shall not be subject in any way to any liens, including but not limited to lines of any mortgage or construction liens, for maintenance, repairs, replacements, or Alterations made by or on behalf of Tenant. Tenant represents to Landlord that any improvements or approved Alterations that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. Tenant shall keep the Premises free and clear from all liens and encumbrances related to any work performed by Tenant, and shall indemnify, defend, save, and hold Landlord harmless from any and all claims, demands and liabilities of any nature whatsoever arising out of or related to any maintenance, repairs, replacements, or Alterations which Tenant makes or causes to be made to the Premises. Tenant shall not subject the Premises or any interest of Landlord in the Premises to any liens for labor, services, or materials furnished to the Premises, without the express written consent of Landlord, and hereby agrees to indemnify and hold Landlord and the Landlord's real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Landlord's title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, Alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant or Tenant's contractors or subcontractors. If such a lien is placed on Landlord's title to the Premises, then Tenant shall promptly take such steps as are necessary to have such lien removed. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. The Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and Tenant agree that a short form memorandum of this Lease or other allowable notice pursuant to Section 713.10, Florida Statutes may be recorded in the Public Records of Lake County, Florida, containing the language of this clause, the name of the Landlord and Tenant, and the legal description of the real property on which the Premises, Building, and Center are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

12. ACCESS TO PREMISES. Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter and inspect the Premises and to make repairs, replacements, and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required.

13. SECURITY. Landlord shall have no obligation to provide security at the Property or otherwise for the safety or benefit of Tenant or Tenant's guests or invitees or their property. Tenant shall be responsible for taking appropriate security measures to protect its property and the Leased Premises against theft, vandalism, and similar activities.

14. CASUALTY DAMAGE. If: (a) the Premises or improvements thereon shall be so damaged by fire or other casualty that substantial alteration or reconstruction shall, in Landlord's opinion, be required; or (b) Landlord is not permitted to rebuild the improvements on the Premises in substantially the same form as it existed before the damage; or (c) the damage is not fully covered by insurance maintained by Landlord; then Landlord may give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth (5th) day after the notice is delivered. If Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to restore the Premises to substantially the same condition it was in immediately before the casualty within the policy limits of Landlord's applicable insurance policy. However, Landlord shall not be required to restore any Alterations or portion of Tenant's property or to share any insurance proceeds with Tenant. Rent shall abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty resulting in damage to the building which is covered by insurance carried or required to be carried by Landlord under this Lease, as of the

date on which the Premises becomes unusable. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent. Notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to restore any portion of the Premises to the extent that the actions or negligence of Tenant or any of Tenant's officers, directors, members, employees, volunteers, agents, representatives, guests, or invitees caused or contributed to the damage or destruction of the Premises. Nothing in this provision is intended to alter or modify Tenant's indemnification obligations set forth otherwise in this Lease.

15. REPAIR AND MAINTENANCE. Tenant shall be responsible, at its sole cost and expense, for any and all maintenance, repairs, and/or replacements to the Property and/or its improvements during the term of this Lease and for maintaining the Property and its improvements and grounds in good and useable condition. Landlord shall have no maintenance, repair, or replacement obligations whatsoever in connection with this Lease.

16. INDEMNIFICATION. To the fullest extent permitted by law, Tenant shall indemnify, defend, save, and hold harmless the Landlord and Landlord's mayor, commissioners, officers, directors, members, managers, employees, agents, representative, attorneys and insurers ("Landlord Parties"), from and against any and all liability (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or resulting from claims or demands of third parties in connection with the Premises, or claims otherwise arising out of Tenant's use, possession, maintenance, repair, replacement, improvement, or occupancy of the Leased Premises. It is intended that Tenant indemnify the Landlord Parties against the consequences of their own negligence or fault, even when the Landlord Parties are jointly, comparatively, contributively, or concurrently negligent with Tenant, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of the Landlord Parties, and Tenant waives and releases all claims against the Landlord Parties for any claim covered by the indemnity obligations of Tenant under this article. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Tenant's indemnification obligations under this article be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease. Tenant's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Tenant's obligations under this Indemnification article. Notwithstanding anything in this article to the contrary, if and to the extent that any loss occasioned by any of the events described in this article exceeds the greater of the coverage or amount of insurance required to be carried by Tenant or the coverage or amount of insurance actually carried by the Tenant, or results from any event not required to be insured against and not actually insured against, Tenant shall pay the amount not actually covered. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Landlord shall have the right to select its own counsel in connection with the operation of this indemnification provision.

17. NO WAIVER. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. Landlord's retention of any portion of the lump sum rent paid in connection with this Lease shall not operate as a waiver of any default committed after Landlord's acceptance of such rent. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

18. SERVICES AND UTILITIES. Landlord shall have no obligation to provide any utilities or services to the Premises. Tenant shall open and/or maintain utility accounts for the Premises in Tenant's name and Tenant shall be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters for the Premises. In no event shall Landlord be liable for damages resulting from the failure to furnish HVAC, water, electric, or other service, unless caused by the gross negligence or intentional misconduct of Landlord, and any interruption or failure shall in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease. To the extent Landlord is the utility provider to the Premises, suspension or disconnection of utilities for nonpayment of applicable utility charges shall not be considered any type of actual or constructive eviction by Landlord.

19. GOVERNMENTAL REGULATIONS. Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities, including the Americans with Disabilities Act of 1990 (the "ADA") and all similar present or future laws relating to the Premises, including the performance of any work to the Premises required because of Tenant's specific use or Alterations made thereto by Tenant.

20. SIGNS. All signage shall comply with applicable governmental regulations and restrictions affecting the Premises and shall be installed and maintained in accordance therewith. Landlord has no obligation whatsoever to furnish signage or contribute towards costs or expenses associated with signage at the Premises.

21. END OF TERM. Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom-clean, except for reasonable wear and tear. All Alterations (including but not limited to replacement Equipment) made by Landlord or Tenant to the Premises shall become Landlord's property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property, all computer and other electronic equipment or telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord and without notice, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability or notice to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense. **BY EXECUTING THIS LEASE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR OTHER RECOVERY OF POSSESSION BY LANDLORD (INCLUDING AFTER EVICTION) LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD SHALL NOT BE REQUIRED TO COMPLY WITH THE PROVISIONS OR PROCEDURES OF SECTIONS 715.10 – 715.111 OF THE FLORIDA STATUTES ENTITLED "DISPOSITION OF PERSONAL PROPERTY LANDLORD AND TENANT ACT".**

22. ATTORNEYS' FEES. Except as otherwise provided in this Lease, the prevailing party in any litigation or arbitration arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, shall be entitled to recover from the losing party reasonable attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with bankruptcy or appellate proceedings. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant.

23. NOTICES. Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. Notices to Landlord shall be sent to Landlord's address

stated on the first page of this Lease or at such other address designated by Landlord. Notices to Tenant shall be sent to Tenant at the Premises. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved. Notwithstanding anything to the contrary contained herein, Landlord may serve notices on Tenant by personal delivery or posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall be deemed delivered on the date of posting or delivery.

24. GENERAL PROVISIONS.

a. Miscellaneous. The words "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, where approval is required, the approved successors and assigns of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease. In the event any provision or a portion of any provision of this Lease is declared unenforceable or invalid by any court having competent jurisdiction, then such provision shall be construed and limited to the extent necessary to eliminate such invalid or unenforceable provision. All remaining provisions of this Lease shall remain enforceable and in full force and effect. Venue for any action arising out of or related to this Lease, the Premises, or Tenant's use or occupancy of the Premises shall lie exclusively in a court of competent jurisdiction in Lake County, Florida. The parties agree that this Lease or a short form memorandum hereof, referring to the parties, Property, construction lien provisions, and option to renew may be recorded in the Public Records of Lake County, Florida.

b. Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 health department."

25. NO REPRESENTATIONS BY LANDLORD. NEITHER LANDLORD NOR LANDLORD'S AGENTS HAVE MADE (AND TENANT HEREBY DISCLAIMS ANY RELIANCE UPON) ANY REPRESENTATIONS OR PROMISES CONCERNING THE PHYSICAL CONDITION OF THE PREMISES, TENANT'S ABILITY TO USE THE PREMISES FOR THE PERMITTED USE, THAT THE PERMITTED USE IS LAWFUL OR PERMISSIBLE UNDER APPLICABLE ZONING REGULATIONS, THE AREA OF THE PREMISES OR THE MANNER OF CALCULATING SUCH AREA, ANTICIPATED OPERATING COSTS, LEVELS OF CUSTOMER TRAFFIC, GROSS SALES THAT CAN BE ACHIEVED AT THE PROPERTY, PARKING AVAILABILITY, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, AND NO RIGHTS, EASEMENTS, OR LICENSES ARE ACQUIRED BY TENANT BY IMPLICATION OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

26. CONSTRUCTION; MERGER. THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE SHALL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND

AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

27. NO RELIANCE. EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

28. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date indicated below.

LANDLORD:

CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

By: _____
Allyson Berry, Mayor

Date: _____

ATTEST:

City Clerk J. Andi Purvis,

TENANT:

LEESBURG BOATING CLUB, INC.,
a Florida not for profit corporation,

By: Tim Sullivan
Tim Sullivan, Commodore

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: August 24, 2026

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, amending Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg; amending Section 1, Definitions; amending Section 6, Benefit Amounts and Eligibility; amending Section 8, Disability; 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 amending the City of Leesburg Municipal Police Officers' Retirement Fund, amending Chapter 17.

Analysis:

This ordinance processes the retirement modification collectively agreed pursuant to the new CBA that will go into effect October 1, 2026. This specific retirement change lowered the retirement age.

Currently, the "full" retirement age is 52 with 25 years of service. The new benefit will be 50 years old with 25 years of service.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AS FOLLOWS:

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, Section 1, *Definitions*, is hereby amended to read as follows:

SECTION 1: DEFINITIONS

Salary means the total compensation for services rendered to the City as a Police Officer reportable on the Member's W-2 form, less Christmas bonuses and uniform allowances, but including any lump sum payment for accrued annual leave, accrued sick leave, accrued compensatory leave or paid time off, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or Salary reductions. For service earned after January 22, 2013 (the "effective date"), Salary shall not include more than three hundred (300) hours of overtime per calendar year and shall also not include payments for accrued unused sick or annual leave. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year or accrued unused sick or annual leave accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in Salary for pension purposes even if the payment is not actually made until on or after the effective date. In any event, with respect to unused sick leave and unused annual leave accrued prior to the effective date, Salary will include the lesser of the amount of sick or annual leave time accrued on the effective date or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on the effective date. For service earned after [date] (the "effective date"), Salary shall not include more than one hundred (100) hours of off duty wages.

Ordinance No. _____

SECTION 2: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, Section 6, *Benefit amounts and eligibility*, subsections(1), (2) and (4), is hereby amended to read as follows:

SECTION 6: BENEFIT AMOUNTS AND ELIGIBILITY.

1. Normal Retirement Age and Date.

For a Member who was eligible for normal retirement on or before September 30, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. For a Member who is eligible for normal retirement on or after October 1, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. For a Member who is eligible for normal retirement on or after October 1, 2026, the Member's normal retirement age is the attainment of age fifty (50) and the completion of twenty-five (25) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

2. Normal Retirement Benefit.

A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during the Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit shall equal three percent (3%) of Average Final Compensation, for each year of Credited Service prior to May 27, 2003, two percent (2%) of Average Final Compensation for each year of Credited Service between May 27, 2003 and September 30, 2009, two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, and three percent (3.0%) of Average Final Compensation for each year of Credited Service thereafter. Notwithstanding, for Members who retire or enter the DROP on or after October 1, 2025, and for Members who are participating in the DROP as of October 1, 2025, the Normal Retirement Benefit

Ordinance No. _____

shall equal three and one-quarter percent (3.25%) for all years of Credited Service times Average Final Compensation.

4. Early Retirement Benefit

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the normal retirement date. Notwithstanding, for Members who are eligible for Early Retirement on or after October 1, 2025, the immediate monthly retirement benefit shall equal three and one-quarter percent (3.25%) of their Average Final Compensation for each year of Credited Service. For the avoidance of doubt this new benefit multiplier of three and one-quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible participants shall be re-calculated by applying the change in increased benefit multiplier to all years of Credited Service and adjusting their respective monthly benefit amounts effective with the October 1, 2025 allocations and payable accordingly going forward.

SECTION 3: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, Section 8, *Disability*, subsections(1) and (3), is hereby amended to read as follows:

SECTION 8: DISABILITY

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three percent (3%) of his Average Final Compensation for each year of Credited Service prior to May 27, 2003, plus two percent (2%) of Average Final Compensation for each year of Credited

Ordinance No. _____

Service between May 27, 2003 and September 30, 2009, plus two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, plus three percent (3%) of Average Final Compensation for each year of Credited Service on or after October 1, 2015. Notwithstanding, for Members who are eligible for an In-Line of Duty Disability Benefit on or after October 1, 2025, the monthly Disability Benefit shall equal three and one-quarter percent (3.25%) of their Average Final Compensation for each year of Credited Service. For the avoidance of doubt this new benefit multiplier of three and one-quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible participants shall be re-calculated by applying the change in increased benefit multiplier to all years of Credited Service and adjusting their respective monthly benefit amounts effective with the October 1, 2025 allocations and payable accordingly going forward. but In any event the minimum amount paid to the Member shall be fifty percent (50%) of his Average Final Compensation. Eligibility requirements for disability benefits are set forth in subsection 7., below.

2. Disability Benefits Not-in Line of Duty.

Any Member with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three percent (3%) of his Average Final Compensation for each year of Credited Service prior to May 27, 2003, plus two percent (2%) of Average Final Compensation for each year of Credited Service between May 27, 2003 and September 30, 2009, plus two and one-half percent (2.5%) of Average Final Compensation for each year of Credited Service between October 1, 2009 and September 30, 2015, plus three percent (3%) of Average Final Compensation for each year of Credited Service on or after October 1, 2015. Notwithstanding, for Members who are eligible for an Not-In Line of Duty Disability Benefit on or after October 1, 2025, the monthly Disability Benefit shall equal three and one-quarter percent (3.25%) of their Average Final Compensation for each year of Credited Service. For the avoidance of doubt this new benefit multiplier of three and one-quarter percent (3.25%) is intended to apply retroactively to all years of Credited Service completed in whole or in part as of October 1, 2025. The monthly retirement benefit of the aforementioned eligible participants shall be re-calculated by applying the change in increased benefit multiplier to all years

Ordinance No. _____

of Credited Service and adjusting their respective monthly benefit amounts effective with the October 1, 2025 allocations and payable accordingly going forward ~~But~~ In any event the minimum amount paid to the Member shall be twenty-five percent (25%) of his Average Final Compensation. Eligibility requirements for disability benefits are set forth in subsection 7., below.

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: This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida, held at City Hall, Leesburg, Florida, on the ____ day of _____, 2026.

By: _____

ATTEST:

City Clerk

Ordinance No. _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: August 24, 2026

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing an amendment to Personnel Policy 340 to designate June 19th (Juneteenth) as a paid holiday for eligible city employees; and providing an effective date.

Staff Recommendation:

Staff recommends approval of creating a paid holiday for city employees.

Analysis:

At the request of Mayor Berry, this item has been placed on the agenda in lieu of a personnel survey. Attached for your review is a spreadsheet which shows regional holidays for various public organizations. Approval of this resolution will provide city employees with 14 paid holidays.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AN AMENDMENT TO PERSONNEL POLICY 340 TO DESIGNATE JUNE 19TH (JUNETEENTH) AS A PAID HOLIDAY FOR ELIGIBLE CITY EMPLOYEES; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS; on January 1, 1863 President Abraham Lincoln issued the Emancipation Proclamation; and,

WHEREAS, it would take two and a half more years for the order to reach Texas, where the Proclamation was read aloud; and,

WHEREAS, June 19, 1865 is a significant date in American History, as it marks the day in which enslaved people were freed.

NOW THEREFORE, IN RECOGNITION OF THE HISTORIC SIGNIFICANCE OF THIS DAY, THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA HEREBY RESOLVES:

THAT June 19th (Juneteenth) of every year shall be recognized for its historical significance to American History; and,

THAT City of Leesburg Personnel Policy 340 shall be amended to include this date as a paid Holiday for those Eligible Employees of the City of Leesburg, Florida; and,

THAT this Resolution shall become effective October 1, 2026.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a Regular Meeting held on the 24th day of August, 2026.

Allyson E. Berry

Attest:

City Clerk

City Holidays FY26-27

NAME OF AGENCY	New Year's Eve	New Year's Day	Day After New Year's	Martin Luther King	Presidents Day	Good Friday	Memorial Day	Juneteenth	Independence Day	Labor Day	Veterans Day	Day before Thanksgiving	Thanksgiving	Day after Thanksgiving	Christmas Eve	Christmas Day	Day after Christmas	Floating OR Personal Holidays	Local Holiday		TOTAL HOLIDAYS
City of Altamonte Springs		1		1		1	1		1	1			1	1	1	1		1			11
City of Apopka		1		1			1		1	1	1		1	1		1		2			11
City of Casselberry		1		1			1	1	1	1	1		1			1		2			11
City of Clermont		1		1			1		1	1	1		1	1	1	1		2			12
City of DeBary		1		1		1	1		1	1	1		1	1	1	1		1			12
City of Deltona		1		1		1	1	1	1	1	1		1	1	1	1					12
City of Fruitland Park		1		1			1		1	1	1		1	1	1	1		2			12
Lake County		1		1	1		1		1	1	1		1	1	1	1		2			13
City of Leesburg	1	1		1			1		1	1	1		1	1	1	1		1	1	Bikefest	13
City of Longwood	1	1					1		1	1			1	1	1	1		2			11
City of Maitland		1		1			1		1	1			1			1		1	1	Birthday	9
City of Mascotte		1		1	1		1		1	1	1		1	1	1	1					11
City of Minneola	1	1		1	1		1		1	1	1		1	1	1	1					12
City of Mount Dora		1	1	1	1		1	1	1	1	1		1	1		1					12
City of Ocoee		1		1			1		1	1			1	1	1	1		2			11
City of Orange City		1		1	1		1		1	1	1		1	1	1	1		1			12
City of Oviedo		1		1			1		1	1	1		1	1	1	1		1			11
City of Port Orange		1		1		1	1	1	1	1	1		1	1	1	1	1				13
City of Sanford		1		1			1		1	1	1		1	1	1	1		2			12
City of St. Cloud		1		1			1	1	1	1	1		1	1	1	1		1			12
Sumter County		1		1		1	1		1	1	1		1	1	1	1					11
City of Tavares	1	1		1	1	1	1		1	1	1		1	1	1	1		1			14
City of Winter Garden		1		1		1	1		1	1			1	1		1		1			10
City of Winter Park		1		1			1	1	1	1			1	1	0.5	1		1			10.5
Village Center CDD		1		1	1		1		1	1	1		1	1		1					10

11.54 avg holidays

personal days available after 6 months

personal holidays forfeited if not used in calendar year
added Bikefest and New Year's Eve eff. FY26-27

Floating Holiday will be Employee's Birthday.

obtained info from website