

**SECOND AMENDED AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 12, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

**Five Years: Lorin Neil Gaines, Wastewater Administration; Alexander Nell, Police; Ulysses Johnson, Gas Distribution; and Kem Vicks, Customer Service
Fifteen Years: Tim Smith, Street Supervisor (Public Works)
Twenty Years: Willie Kuykendall, Wastewater Lab; and Brandy McDaniel, Executive (City Manager's office)**

B. Update Regarding Power Cost Adjustment Increase (High Electric Bills)

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held August 22, 2022

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Transfer of \$90,000.00 to the C.U.R.E. (Citizens Utility Relief Effort) Voucher Program to aid with Customer Utility Bills; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Subrecipient Agreement between Lake County, the City of Leesburg, and the Community Development Corporation of Leesburg, Inc., for use of Community Development Block Grant (CDBG) Funds for Fiscal Year 2021-22 for the Pine Street improvement project; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a subrecipient agreement between Lake County, the City of Leesburg (Agency), and the Community Redevelopment Agency for the Carver Heights / Montclair Area (Property Owner), for use of Community Development Block Grant (CDBG) Coronavirus funds for the repurposing of an existing building for a food pantry; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Amendment, between the City of Leesburg and Lake County, Florida, for the purpose of extending the term and revising the rental composition, for the Lake County Sheriff's Aviation Unit Hangar; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida approving the conveyance of a vacant lot to Jodine Brown for development of a single-family home as part of the In-Fill Housing Program; and providing an effective date.
6. Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to an unexpired term,

said term ending 30 September 2023; and providing an effective date.

7. Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 47, and Unit No. 48 as described therein; and providing an effective date.
 8. Resolution of the City Commission of the City of Leesburg, Florida amending Civic Funding to the Leesburg Cemeteries Inc. in the proposed FY 23 budget and to provide a \$25,000 payment from the American Rescue Plan Act Funds to replace aging equipment; and providing an effective date.
 9. Resolution of the City Commission of the City of Leesburg, Florida, amending Resolution No. 11,151 correcting a utility service fee that was approved at the August 22, 2022 City Commission meeting; and providing an effective date.
 10. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Access and Utility Easement to the City of Leesburg from Lake County, for the purpose of granting the City a Temporary Access and Utility Easement over the property described therein; and providing an effective date.
 11. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Vacant Land Contract and Pre-Closing Occupancy Addendum to Vacant Land Contract with Junias Desamour and Marie Perpetue Desamour for the purchase of vacant land located on Center Street to accommodate stormwater treatment improvements; and providing an effective date.
 12. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with Leesburg Aquatics Club, Inc for usage of the Leesburg's H.O. Dabney Aquatic Center; and providing an effective date.
 13. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fifth Amendment to the Amended and Restated Ground Lease between the City of Leesburg and Ski Beach Bar & Grill, LLC; and providing an effective date.
6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 99.72 +/- acres, and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Mar-Jo Pines)**
- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 99.72 +/- acres from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 99.72 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)**
- 4. An Ordinance of the City of Leesburg, Florida, modifying the zoning on approximately 4.64 +/- acres, for a property generally located south of County Road 44, west of Whitney Road, and east of Executive Boulevard, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (T T Storage)**

B. FIRST READING OF ORDINANCES

- 1. None**

C. NON-ROUTINE ITEMS

1. Public Hearing for Fire Assessment Program

- a. Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2022; approving the rate of assessment; approving the assessment roll; and providing for an effective date.**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of June 2022

B. Financial Reports as of July 2022

8. CITY ATTORNEY ITEMS:

- A. Request Consideration of an Executive Session to discuss legal strategies Associated with current litigation (Sunnyside, LLC v. City of Leesburg)**

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.

REPORT



Bulk Power Cost Adjustment

Monday, September 12, 2022

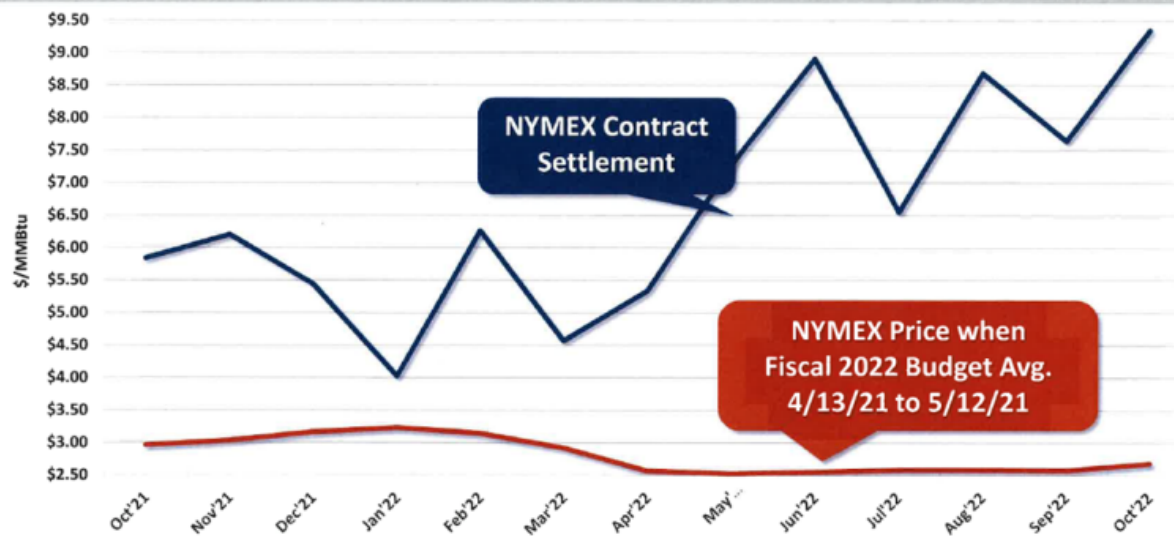
Electric Rates Increasing Dramatically



- Electric Generation Drives the Cost of Power
- Florida's Generation Portfolio is 85% Natural Gas Burning Engines
- The Cost of Natural Gas has Increased from \$2.50 to \$10.00/MMBtu

FY 2022 NYMEX Contract \$3.81/MMBtu above Budget

NYMEX Natural Gas FY22 Settlement as of Sep , 2022



Why Are Gas Rates High?



- Global Conflict – Russian Sanctions for Ukraine Invasion
- Various Inflationary Issues
- Uncertainty in Power Generation Future – Green vs. Fossil Fuel

Results are High Demand – Low Supply

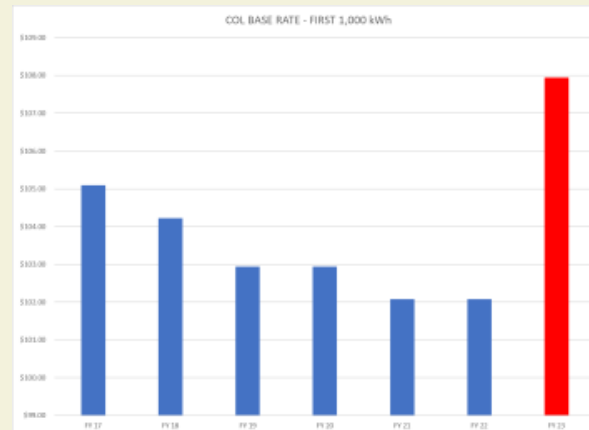
Leesburg Electric Bill Composition



➤ Two Primary Billing Determinates:

1. Base Bill

✓ Which Has Actually Decreased (FY 23 Considerations)



- ✓ Reviewed and Approved by City Commission Annually
- ✓ Rate Methodology Filed with the Public Service Commission Annually

2. Bulk Power Cost Adjustment

- ✓ By Rate Methodology Administrative Determination to Adjust
- ✓ Capture the Elasticity of “Generation Fuel” Costs
- ✓ Constantly Monitored

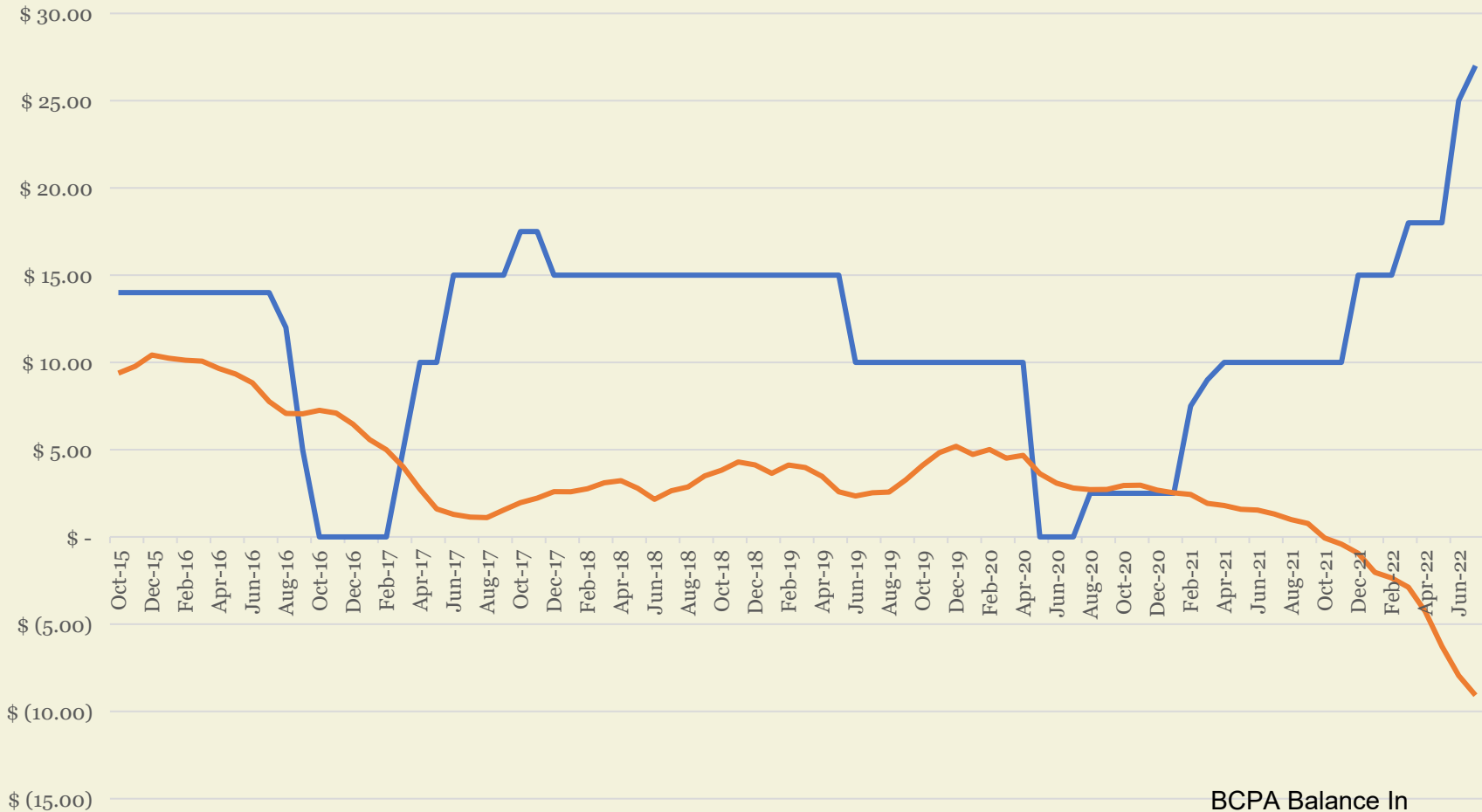
[illegible]

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P											
1				2022												2023											
2				October	November	December	January	February	March	April	May	June	July	August	September	TOTAL											
9																											
10	Energy																										
11		ARP		46,686,315	34,752,502	34,617,747	39,833,453	35,468,197	36,705,542	37,556,182	47,342,356	53,046,255	55,984,181	54,502,872	50,772,510	527,268,111											
12		CR-3														-											
13		St. Lucie		1,072,121	1,040,316	1,508,137	1,534,443	1,107,135	1,039,491	1,491,822	1,528,027	1,471,749	1,499,155	1,506,121	1,449,201	16,247,718											
14	Total			47,758,436	35,792,818	36,125,884	41,367,896	36,575,332	37,745,033	39,048,004	48,870,383	54,518,004	57,483,336	56,008,993	52,221,711	543,515,829											
15																											
16	ARP Rates																										
17		Capacity - \$/kW		\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31	\$16.31												
18		Transmission - \$/kW		\$4.53	\$4.53	\$4.53	\$4.53	\$4.53	\$4.53	\$4.53	\$4.53	\$4.53	\$4.53	\$4.53	\$4.53												
19		Energy - \$/MWh		\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00												
20																											
21	Total Costs																										
22	041-1013-531-34-41	Customer Charge		\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$44,400.00											
23	041-1012-531-34-42	Capacity		\$1,818,628.43	\$1,744,981.98	\$1,572,683.60	\$1,646,653.52	\$1,513,380.44	\$1,694,531.07	\$1,569,608.71	\$1,839,612.60	\$1,850,208.21	\$1,846,977.02	\$1,861,624.57	\$1,877,428.96	\$20,836,319.10											
24	041-1013-531-34-44	Transmission		\$514,602.97	\$493,785.73	\$445,930.94	\$466,475.62	\$429,459.86	\$479,773.31	\$445,076.90	\$520,068.79	\$523,011.65	\$522,114.21	\$526,182.47	\$530,572.04	\$5,897,054.48											
25		Energy		\$3,501,473.60	\$2,606,437.66	\$2,596,331.01	\$2,987,508.98	\$2,660,114.79	\$2,752,915.64	\$2,816,713.62	\$3,550,676.71	\$3,978,469.10	\$4,198,813.58	\$4,087,715.39	\$3,807,938.23	\$39,545,108.30											
26	041-1013-531-34-47	Load Red. Credit		-\$14,005.89	-\$10,425.75	-\$10,385.32	-\$11,950.04	-\$10,640.46	-\$11,011.66	-\$11,266.85	-\$14,202.71	-\$15,913.88	-\$16,795.25	-\$16,350.86	-\$15,231.75	-\$158,180.43											
27		Cost Spread Reduction Pgm		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00											
28		TOTAL FMPA		\$5,824,399.10	\$4,838,479.62	\$4,608,260.21	\$5,092,388.08	\$4,596,014.62	\$4,919,908.36	\$4,823,832.37	\$5,899,855.40	\$6,339,475.09	\$6,554,809.55	\$6,462,871.57	\$6,204,407.48	\$66,164,701.45											
29	041-1012-531-33-51	St. Lucie		\$92,077.63	\$100,070.94	\$100,070.94	\$100,070.94	\$100,071.00	\$100,071.00	\$100,071.00	\$100,071.00	\$100,071.00	\$100,071.00	\$100,071.00	\$45,423.94	\$1,138,211.39											
30	Total	tal Power Costs		\$5,916,476.73	\$4,938,550.56	\$4,708,331.15	\$5,192,459.02	\$4,696,085.62	\$5,019,979.36	\$4,923,903.37	\$5,999,926.40	\$6,439,546.09	\$6,654,880.55	\$6,562,942.57	\$6,249,831.42	\$67,302,912.84											
31																											
32	041-1013-531-34-43	Energy		\$3,501,473.60	\$2,606,437.66	\$2,596,331.01	\$2,987,508.98	\$2,660,114.79	\$2,752,915.64	\$2,816,713.62	\$3,550,676.71	\$3,978,469.10	\$4,198,813.58	\$4,087,715.39	\$3,807,938.23	\$39,545,108.30											
33																											
34	Power Cost Recovery																										
35		Energy Sales - kWh		\$2,383,868	46,132,224	35,768,526	35,076,541	41,186,941	35,870,184	32,355,273	39,366,975	\$2,150,684	\$1,727,413	\$1,232,287	\$5,335,963	\$28,586,878											
36		Power cost in base		\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524	\$0.06524											
37		Base recovery		\$3,417,262	\$3,009,436	\$2,333,360	\$2,288,218	\$2,686,830	\$2,339,991	\$2,110,696	\$2,568,105	\$3,402,050	\$3,374,438	\$3,342,138	\$3,609,842	\$34,482,365											
38		Balance - BPCA		\$2,499,215	\$1,929,115	\$2,374,971	\$2,904,241	\$2,009,256	\$2,679,988	\$2,813,207	\$3,431,822	\$3,037,496	\$3,280,443	\$3,220,804	\$2,639,990	\$32,820,548											
39	Current cost	BPCA - \$/kWh		\$0.04771	\$0.04182	\$0.06640	\$0.08280	\$0.04878	\$0.07471	\$0.08695	\$0.08718	\$0.05824	\$0.06342	\$0.06287	\$0.04771	\$0.06209											
40	Levelized	BPCA - \$/kWh		\$0.07000	0.07000	0.07000	0.07000	0.07000	0.07000	0.07000	0.07000	0.07000	0.07000	0.07000	0.07000												
41																											
42				\$1,167,656	\$1,300,141	\$128,825	(\$448,883)	\$873,830	(\$169,075)	(\$548,338)	(\$676,134)	\$613,052	\$340,476	\$365,456	\$1,233,528	4,180,534											
43		Balance - BPCA	(\$8,551,496)	(\$7,383,841)	(\$6,083,700)	(\$5,954,874)	(\$6,403,757)	(\$5,529,927)	(\$5,699,002)	(\$6,247,340)	(\$6,923,474)	(\$6,310,422)	(\$5,969,946)	(\$5,604,490)	(\$4,370,963)	Positive Balance M											
44																											

The City Commission's Priority is to Keep Rates Down



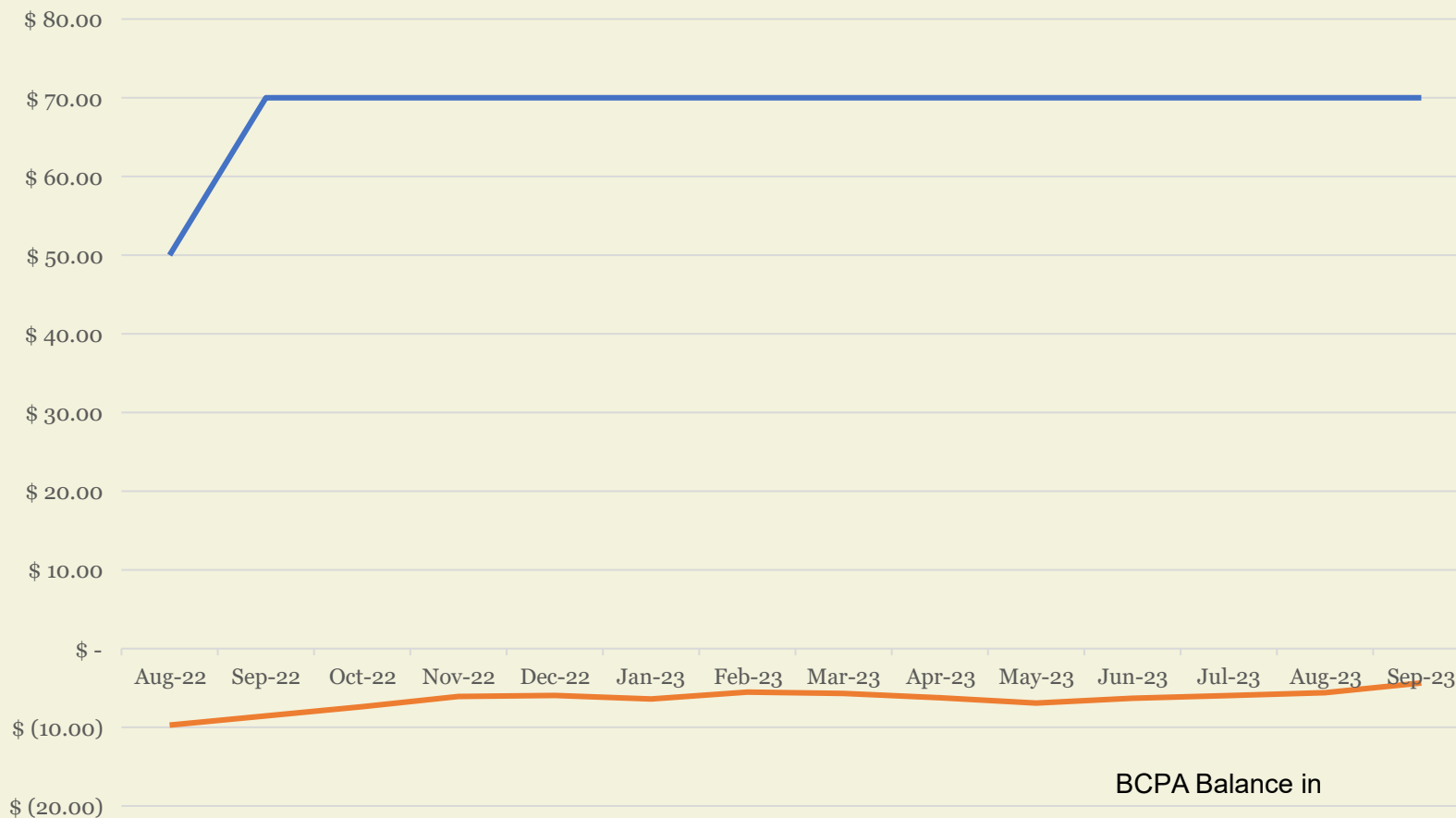
BPCA RELATIVE TO BPCA FUND BALANCE



Fuel Costs Are So High There is a \$9.7 Million Deficit



PROJECTED FY 23 BPCA RELATIVE TO BPCA RESERVE FUND

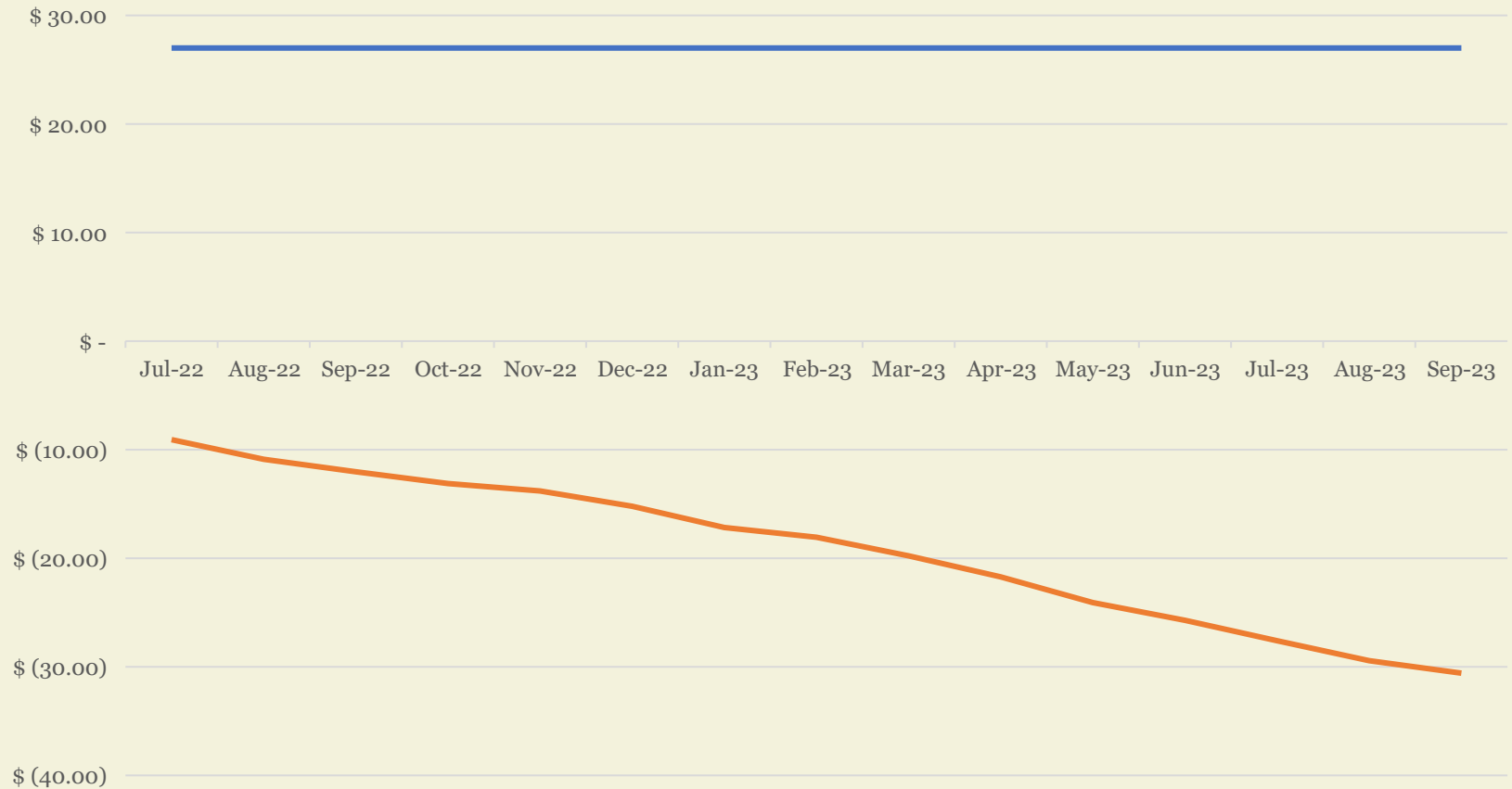


BCPA Balance in

What Happens if the BPCA is Not Adjusted?



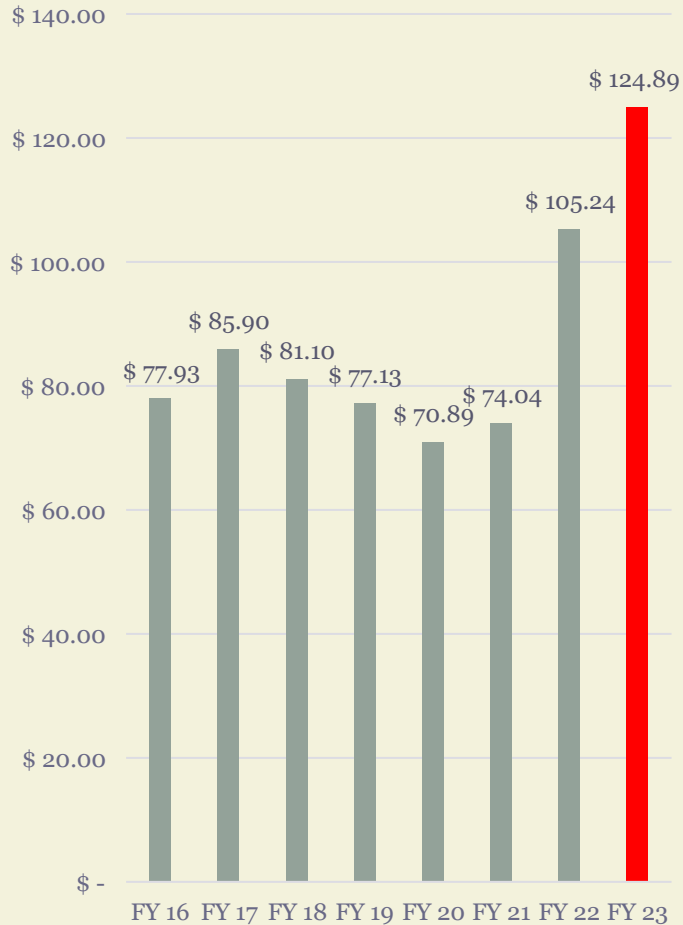
NO BPCA CHANGE - \$27.00/1,000 kWh



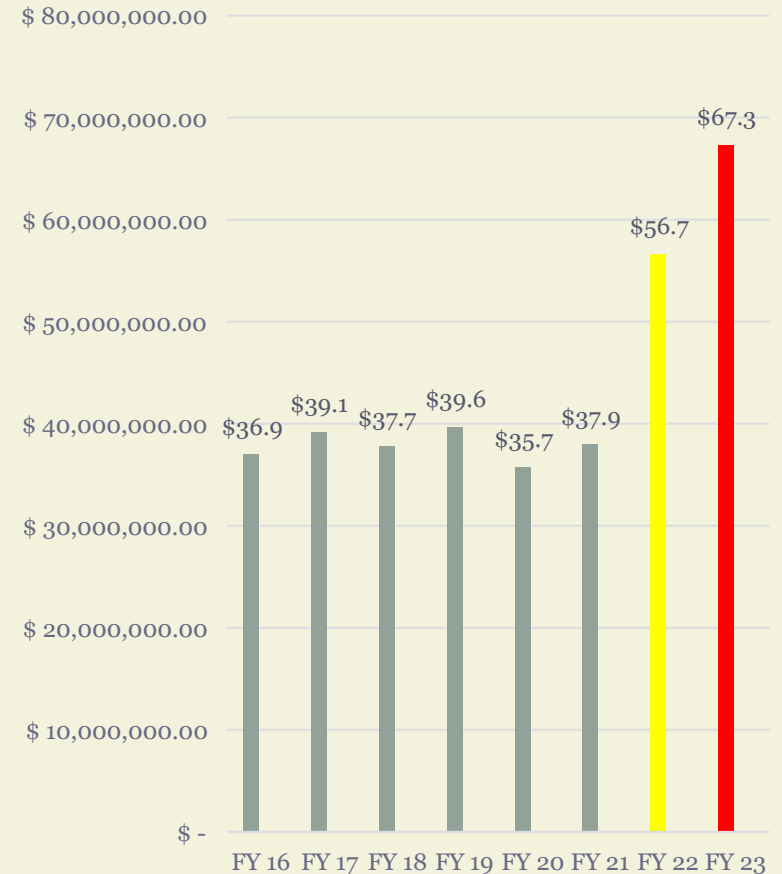
How Much Does the City Pay for Wholesale Electricity?



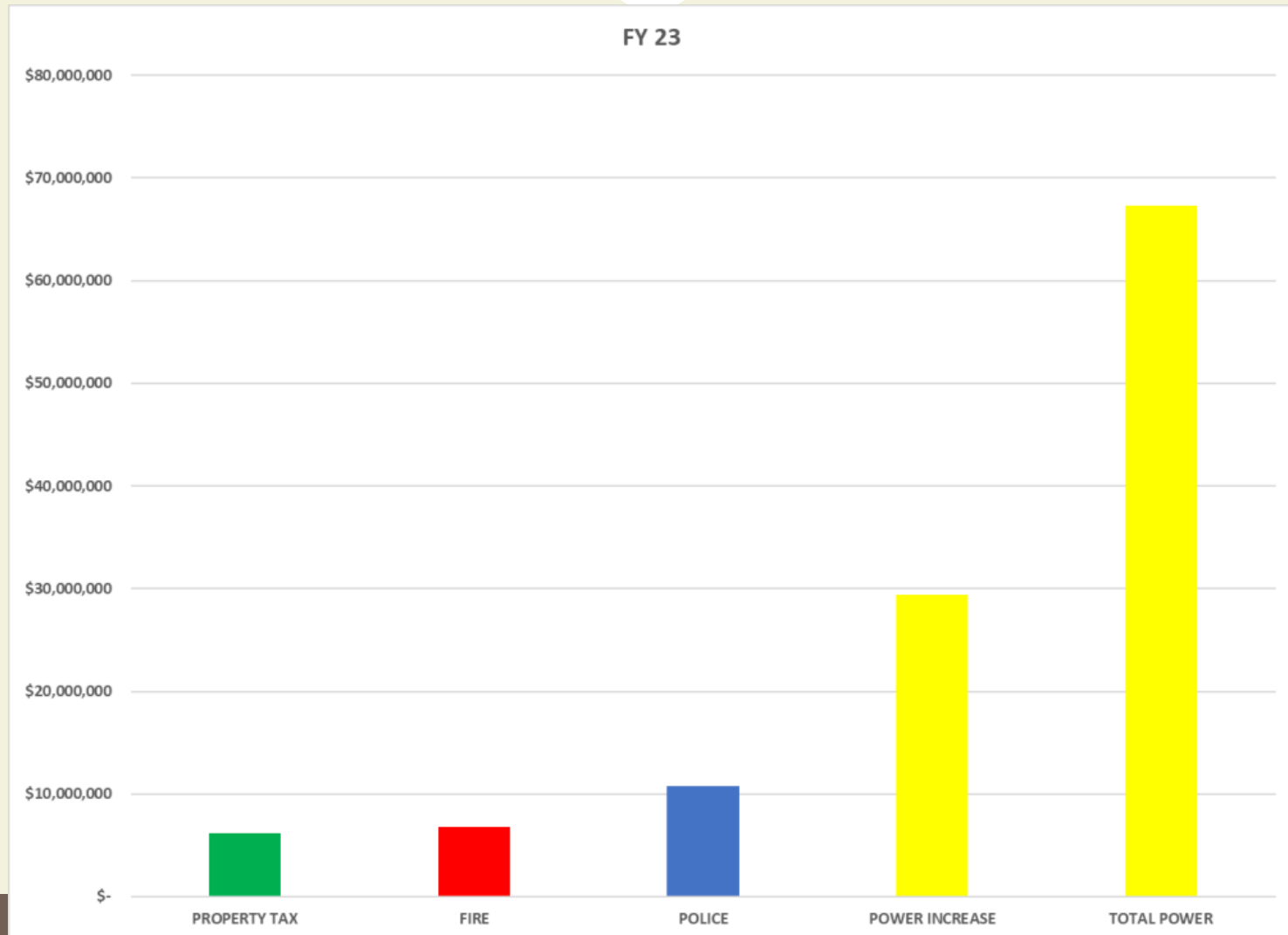
ANNUAL COST PER MW



ANNUAL WHOLESALE COST



Electric Cost Increases Relative to General Services



All Utilities Are Substantially Increasing Rates



ELECTRIC RATES FOR LAKE COUNTY			
	Per 1000 kwh	Per 1200 kwh	
Leesburg Electric	\$ 152.08	\$ 184.42	August
Mount Dora Electric	\$ 173.05	\$ 205.55	August
Sumter Electric Co-Op	\$ 137.60	\$ 163.12	August
Duke Power	\$ 160.72	\$ 194.29	September
FPL	\$ 119.55	\$ 145.66	August
Lakeland	\$ 135.87	\$ 162.29	August
Kissimmee Utility Authority	\$ 134.72	\$ 162.17	August
Orlando Utility Comission	\$ 124.00	\$ 150.80	August
Does Not Include a Franchise Fee			

2A | WEDNESDAY, SEPTEMBER 7, 2022 | DAILY COMMERCIAL

Electric bills likely to increase in 2023

Jim Saunders
News Service of Florida

TALLAHASSEE — Florida residents and businesses likely will get hit with higher electric bills in 2023 as utilities continue to struggle with increased costs of natural gas.

Florida Power & Light, Duke Energy Florida and Tampa Electric Co. filed petitions Friday at the state Public Service Commission that detailed expected costs in 2023. If the commission approves the utilities' proposals, each would result in higher monthly bills in 2023.

And that might not be all: The utilities also could seek to pass along higher-than-expected fuel costs from this year, though they are holding off on making such requests.

While utility bills are made up of a combination of costs, a key driver in the petitions is the high cost of natural gas, which Florida utilities rely on heavily to generate electricity. The three large privately owned utilities also increased customer bills earlier this year because of gas prices.

"Both domestic conditions and international events have significantly impacted the natural gas market," Duke's petition said. "Since early this year, natural gas prices have more than doubled due to increased domestic demand, flat natural gas production, strong LNG (liquefied natural gas)

typically cite bills for residential customers who use 1,000 kilowatt hours of electricity a month.

Duke said in its petition that Duke customers who use 1,000 kilowatt hours are projected to pay an average of \$170.68 in 2023, up from an average of \$148.23 this year. Tampa Electric said in a news release that such Tampa Electric customers would pay \$146.86 in 2023, up from \$132.66 this year.

Because of a merger with the former Gulf Power, FPL has two sets of rates. Its petition said customers who use 1,000 kilowatt hours a month in areas traditionally served by FPL would pay \$130.23 in 2023, up from \$120.67 this year. In the Northwest Florida areas formerly served by Gulf Power, customers would pay \$160.43 in 2023, up from \$155.61 in 2022.

Natural gas is not the only factor expected to lead to higher bills. The utilities also are carrying out multiyear plans that include gradually increasing base electric rates.

Utilities generally are allowed to pass along fuel costs to customers and are not supposed to collect profits on those costs. Each year, they file petitions that include projected costs for the coming year. The commission then decides whether those projected costs can be baked into customers' bills.

Also, the utilities in 2023 could seek to recoup higher-than-expected fuel costs in 2022. Each has faced higher

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 22, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 22, 2022, at Leesburg City Hall. Mayor Pederson called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

Max Parker, Jr., President of the West Leesburg Community Development Corporation stated he believes in law enforcement. He loves the Leesburg Police Department. There is no doubt about it. He believes in the City of Leesburg and all the efforts being made to make this city the best city. He believes in all the communities in Leesburg. With him having the title of President of the West Leesburg CDC, he has many concerns about West Leesburg such as Carver Heights, Woodland Park and Montclair. The West Leesburg CDC was contacted by the Carver Heights community residents requesting that the West Leesburg CDC help them develop and devise solutions to resolve and hopefully eliminate all the problems which impede growth in a positive living environment in Carver Heights. The issues of concern include illegal drugs, dealing and drug use in Berry Park, the destruction of Berry Park and exceptional live music played on the weekend in specific areas of Carver Heights without approved city permits. These events occur all the time. The West Leesburg CDC is concerned about the various criminal issues prevalent in the Carver Heights community that are devastating to the residents' quality of life. The West Leesburg CDC believes we need increased police presence, more aggressive policing and increased police arrests of individuals purchasing illegal drugs and other illegal activities in Carver Heights. For example, a senior questioned someone parking in their driveway. She went out and approached this person and that person reached into their pocket and gave her fifty dollars and told her to go back into her house and to not come back out. This person stayed in front of her house for over three hours. He suggested a solution using Florida State Statute 893.13 which handles illegal drugs and their arrests. It is a great statute. It does great things for the State of Florida as far as illegal drugs. He also offered Florida State Statute 877.03. It is a breach of the peace and disorderly conduct. This statute states, whoever commits such acts as are in a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them, or engages in brawling or fighting, or engages in such conduct as to constitute a breach of peace or disorderly conduct, shall be guilty of misdemeanor of the second degree. It would be right there if we were to go in and approach these people with loud music or with the other things they are doing in the Carver Heights. These are the West Leesburg CDC concerns and solutions. To each Commissioner, the City Manager and the residents of Leesburg, thank you and we need help. **Mayor Pederson** thanked him for his comments. He then asked for any further comments. There were none.

5. CONSENT AGENDA:

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

Items pulled for discussion:

- 5.C.3 - Appointing three Regular and one Alternate member to the Leesburg Planning Commission
- 5.C.4 - Appointing regular members to the Historic Preservation Board
- 5.C.14 - Approving the Evergreen Construction - Aquatic Facility Construction Loss Request

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.3, 5.C.4 and 5.C.14, and Commissioner Connell seconded the motion.

The roll call vote was:

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

Mayor Pederson

Yes

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held August 8, 2022**
- 2. FY 2022-23 Budget Workshop # 3 held July 12, 2022**
- 3. FY 2022-23 Budget Workshop # 2 held July 7, 2022**
- 4. FY 2022-23 Budget Workshop # 1 held July 5, 2022**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with J Walton Mowing, Inc.; and providing an effective date.**

ADOPTED RESOLUTION 11,140

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Halff Associates, Inc. for professional services related to US 27 Water Main Installation for an amount not to exceed \$331,376.75; and providing an effective date.**

ADOPTED RESOLUTION 11,141

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida appointing one regular member and one alternate member to the Lake County Arts & Cultural Alliance as the City of Leesburg's representatives; and providing an effective date.**

ADOPTED RESOLUTION 11,142

2. **Resolution of the City Commission of the City of Leesburg, Florida appointing two members to the Leesburg Firefighters' Retirement Plan Board of Trustees; and providing an effective date.**

ADOPTED RESOLUTION 11,143

3. **Resolution of the City Commission of the City of Leesburg, Florida appointing three Regular and one Alternate member to the Leesburg Planning Commission; and providing an effective date.**

ADOPTED RESOLUTION 11,153

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

Commissioner Robuck questioned if they needed to pick two. **CC Purvis** said they were appointing three regulars and one alternate. **Mayor Pederson** added there are four candidates total. We have three positions and one alternate. Two are existing and two are new. The question is which of the two new applicants should go as the regular and which one should go as the alternate. **Commissioner Christian** commented that Mr. O'Kelley currently serves on the Historic Preservation and the Planning Commission. Was there a preference regarding which board he wanted to serve on? **PZD Miller** stated that Mr. O'Kelley only wants to serve on the Planning Commission. **Mayor Pederson** asked if anyone had any recommendations. **Commissioner Christian** asked, out of the four do we need three regulars and one alternate? **CC Purvis** answered yes. **Commissioner Christian** said there were three applications received. **PZD Miller** commented they had two people reapply Ms. Carter and Mr. O'Kelley. Two people resigned because they moved out of the city limits. They were Michael Fitzpatrick and Chris Wood. Trey Holiday did not reapply, so that makes the five slots. Currently, Ms. Carter is an alternate and Mr. O'Kelley is a regular. We have enough to take all four, plus one. **CM Minner** said this needs to be specific because we have full terms, partial terms and an alternate position to fill due to the resignation. **PZD Miller** stated that was correct. Whoever replaces Mr. Wood would be good for one year. That term expires September 30, 2023. The others would be three-year terms. **Commissioner Christian** inquired if there were five slots and four applicants? **PZD Miller** replied that was correct. **Mayor Pederson** said that does make it easier. He thought there were four people, three permanent and one alternate. He does not know the two new candidates. **Commissioner Robuck** suggested having Mr. O'Kelley serve the short term because he has been on the board a long time. Right now, we do not have new people that want to do it. He is of the opinion that if new people want a shot at being on a board, they should. Maybe we should give him one more year. **Mayor Pederson** mentioned that he would be new to this board. He previously served on the Historic Preservation Board. **Commissioner Robuck** apologized and took back his comments. He thought he was on this one. His application said twenty years, but that was for a different board.

Commissioner Robuck made a motion to have Kenneth Simeone fill the one-year term and if he does a good job then he could be reappointed for a full three-year term, and Commissioner Christian seconded the motion.

Mayor Pederson wanted clarification because what he read and what is on the form is one alternate and four candidates; three permanent and one alternate. He heard Commissioner Christian say five candidates. **PZD Miller** stated that the one that did not reapply is what threw this out of balance. That just happened recently. He apologized for the confusion. **CC Purvis** wanted to make sure they were all

being made regulars. **Mayor Pederson** remarked that is the motion. **Commissioner Christian** asked if Mr. Simeone would be taking over the spot for the one who resigned. **PZD Miller** replied yes. Ms. Carter is an alternate and the rest are full-time members. If you want to move Ms. Carters position to a full-time position or leave her as an alternate. We could do that. **Commissioner Robuck** commented that he thought he just said he had five full-time spots. Is that wrong? **PZD Miller** said they have two alternates and three full-time spots, which makes five spots total.

Commissioner Robuck amended his motion to make Mr. Simeone, the alternate, and the other three regular members, and Commissioner Christian seconded the motion.

Mayor Pederson requested any additional comments from the Commission and the audience. There were none.

The roll call vote was:

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

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

4. Resolution of the City Commission of the City of Leesburg, Florida appointing regular members to the Historic Preservation Board; and providing an effective date.

ADOPTED RESOLUTION 11,154

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

Commissioner Robuck made a motion to appoint Vickie Lingerfelt and Ciara Bender, and Commissioner Christian seconded the motion.

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

The roll call vote was:

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

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

5. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 60, a subdivision of the City of Leesburg, Florida, being a portion of Sections 7 and 8, Township 20 South, Range 24 East, Lake County, Florida, and

accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 60)

ADOPTED RESOLUTION 11,144

6. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 62, a subdivision of the City of Leesburg, Florida, being a portion of Section 7, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 62)

ADOPTED RESOLUTION 11,145

7. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 66, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 66)

ADOPTED RESOLUTION 11,146

8. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 69, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 69)

ADOPTED RESOLUTION 11,147

9. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Villages of West Lake Unit No. 70, a subdivision of the City of Leesburg, Florida, being a portion of Section 8, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Villages of West Lake Unit No. 70)

ADOPTED RESOLUTION 11,148

10. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Wetherbee Partners, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development known as Southwinds Phase III; and providing an effective date.**

ADOPTED RESOLUTION 11,149

11. **Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Hanover 623 Holdings, LLC for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Eagletail Landing (McElyea) Phase 4; and providing an effective date.**

ADOPTED RESOLUTION 11,150

12. **Resolution of the City Commission of the City of Leesburg, Florida, amending Resolution No. 8839 approving new service fees and adjusting current Utility Service Fees; and providing an effective date.**

ADOPTED RESOLUTION 11,151

13. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a lease agreement with Blue Heron CPA for space at the Leesburg Incubator; and providing an effective date.**

ADOPTED RESOLUTION 11,152

14. **Resolution of the City Commission of the City of Leesburg, Florida approving the Evergreen Construction - Aquatic Facility Construction Loss Request; and providing an effective date.**

ADOPTED RESOLUTION 11,155

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry stated he would like the city manager to explain the situation we are in and the possible alternatives or remedies we have.

CM Minner said the contractor is seeking an additional payment for what they deem as a loss due to Covid. It is certainly an unprecedented situation. The contractor would have come before this body no matter what due to the amount of the claim and the nature of the obligation. He tried to be vague in his staff report for a number of reasons. He did not present a recommendation to the body in deference to the contractor and the firm. It has been a difficult and frustrating experience for the staff all the while. Evergreen has done their best to provide a good product, on time and on budget. In this particular case, there were a number of situations with Covid and delays that stacked up on the contractor. At the end of the day, we were extremely happy with the product and it was completed. Unfortunately, Evergreen has had some difficult circumstances. He tried to keep the agenda packet brief in order to keep the apples to apples comparison. That way it would not mix up other stuff like the Owner Purchase Discounts (OPD), which change the numbers. All the while, you need to have a reference point for the claim. The initial claim that Evergreen says is that they lost five hundred and fifteen thousand dollars. They are seeking reimbursement from the city for that and their argument is that this is due to Covid. They lost money because of Covid and we received money from the federal government, which is the American Recovery Act money. We could use those funds to help offset a contractor loss. However, he was not sure if we should pay that complete amount, but it is a reasonable use of the expenditure. Legally, we had a fixed bid contract, and the city attorney can flush this out, but the city's position is, from a legal standpoint, that we had a fixed bid contract. We are only obligated to pay what the agreed to contract price was with the change orders. **CA Watson** stated that was correct. **CA Minner** continued to say that the contract price was four million eight hundred twenty one thousand nine hundred and seventy-three dollars. That number included two issues; the contractor's profit or the contractor's fee, which was listed at one hundred eight three thousand eight hundred and forty-five dollars. That also included what we call the OPD, the owner purchasing discounts. When we encounter major projects, we save on sales tax because we are a governmental agency because we make direct purchases. When the contractor buys plywood from the supplier, they have to say it is for a government agency. They do not have to pay sales tax because we save that seven percent. With this project, we agreed there was about one-point-one million dollars of available direct purchase items. In other words, there was one-point-one million dollars of stuff that we were not going to pay seven percent on. Seven percent of that one-point-one million dollars is about one hundred thousand dollars. That was our savings and we still had to write that check for one-point-one million dollars, but we did not write it to Evergreen. We wrote it to the supplier. The price that was included assumes that Evergreen was going to buy everything for us and that we would avoid the seven percent by doing OPD. We do track the expenditures. In a change order, we agreed on what was purchased and where we saved. The good news was Evergreen and the city agreed and there was a deduct change order for about one-point-one million dollars. There were six change orders in this project. At the end of the day, everything was a deduct change order, excluding the OPD. There was an increase in the contract price of one hundred forty-eight thousand seven hundred ninety-two dollars and forty-two cents, which he will henceforth refer to as one hundred and fifty thousand dollars. In that one hundred and fifty thousand dollar change order over a four point eight million dollar contract, that is a little less than four percent. In his opinion, that is pretty tight. Both the contractor and the city did a good job controlling the costs. With all the change orders in the project, it left one hundred and fifty thousand dollars. How did we do the math? The contract price was four-point-eight million dollars. When we subtract the OPD from that number and add the difference in the change orders, we come up with what the city actually paid and what the contract price was. We are in the green on the chart that was sent to each commissioner. The city actually paid three point eight nine three million dollars. That was about six thousand three hundred dollars short of three point nine million dollars. The contractor stated they spent four-point-two-five-five million dollars on the total project. The city checks

out at three point nine million dollars. The contractor says he was paid four-point-two and he has a contract fee of one hundred eighty-three thousand eight hundred and forty. Now, the contractor says due to him is four point four one million. Four-point-four-one million less three-point-nine is a difference of about five hundred and fifteen thousand. Now, Evergreen has requested a loss of five hundred and fifteen thousand dollars on this project due to Covid. They batted around this number and reminded Evergreen about the lump sum price. Technically, we do not owe them anything. However, the contractor will say, force majeure, it has been crazy times, this is Covid. He ran into Covid, prices increased, he bid one thing, Covid hit so not only did he have delays, he also had Covid impacts which drove his budget up half a million dollars. He would not recommend to the commission whatsoever that we pay the full contract price. They clearly lost money on the project, it was not the city's fault because of Covid. They should eat that number. In his agenda transmittal he showed the difference they are now arguing about, which is three hundred and thirty one thousand six hundred and sixty-nine dollars and ninety cents. There are three avenues we can take. We can choose not to pay. The city attorney will say that we are not obligated to pay that. We are not contractually obligated to pay that amount. We can choose to pay for it, but why would we pay for it? There are two reasons. First is a procurement risk. This was a multi-million dollar project and the city does a lot of multi-million dollar projects. This is different than having a contract on a private level at a lot lower level, because when they go over budget for whatever reason, who eats that cost. The difference here is the magnitude of half a million dollars and the impact it has on the marketplace. The impact on the marketplace is that the city will go out again to shop around for other multi-million dollar projects. That will happen soon. We are still in an economically challenged time where prices are all over the place. The public perception of larger contractors in the contractor world will be if we let a big contractor lose on a project, not just breakeven, lose, we will feel it on the next big project.

That pencil is going to be a lot sharper. On multi-million dollar projects we are going to get big bids because they are going to say we do not work with contractors. He cannot say that will happen, but he had to put that out there.

How much is it worth? He does not know, but our next multi-million dollar project is coming and we will find out with Pine Street. Now, will it be closer to an engineer's estimate or, will the marketplace know that we let a contractor lose and significantly raise funds on a project affect the bids. That is something that should weigh into your decision. The next issue is litigation. The city attorney says we are good and his legal opinion is that a contract is a contract. He did not address this issue with the contractor in their discussions because that would not be something he would reveal to him anyway in their conversations. However, what if Evergreen becomes litigious and they argue a forced majeure. Can that legally change a contract? That is what we have the city attorney doing here. He would defend us if something like that happened. He did not know the likelihood of that. Obviously, the more you hold Evergreen to a break-even standpoint, the less the litigatory risk is. **CA Watson** pointed out that his firm has done work for Evergreen in the past, so he would not be able to weigh in terms of giving specific advice on this particular item. He did opine as far as generally fixing the contracts, but he did not want to get too much further into it other than that. However, they would work with the city to ensure proper council, if there were any issues. **CM Minner** said this information was put out there, so when this is voted on everyone knows what the potential ramifications are. Either we do not pay, we pay in full or we split the baby. Splitting the baby may be a reasonable option in this case because of our financial position. There are a couple of money pots that could pay for this request. With the project pots, we shuffled the decks quite a bit. We moved cash from the marina project to fill the gap when we saw it came in under budget. We also delayed the marina wet slips. Remember we had half a million dollars in there and when we decided the pool was getting dynamic, we said we would shift that money and push off the marina project. We also shifted some of the DST monies. We have been very creative about keeping money in that budget to do the pool project so we were not affecting cash or other special revenues. At the end of the day, we have one hundred forty-one thousand seven hundred and eighty dollars available in that project fund. If the commission said pay that number he would say that is revenue neutral for the city. That one hundred and

forty-one thousand dollars would not go towards another project, but that one hundred forty-one thousand dollars would not come out of general reserves nor would it come out of the ARP money. This would be budget neutral. With the American Recovery monies, we received the full eleven million dollars from the federal government. Last week we received the last draw. Five million dollars of that has been encumbered, not spent, but encumbered. We have about six million dollars in Recovery monies that could fund the difference between the three thirty-one, so we are looking at just under two hundred thousand dollars to make up the difference. The owner of Evergreen, Mr. Starcher is in the audience if there are any questions. **Commissioner Christian** wanted to confirm this was for the swimming pool and if we would be expecting the same for the Teen Center? **CM Minner** said we have completed five big projects with Evergreen, the Mote Morris House, the Venetian Center, the Resource Center, the pool, and the Teen Center. The Teen Center has not been closed yet. He does anticipate a change order. He may be roughhousing the number, but there will be a one hundred thousand dollar Covid related change order coming. It has not made it to their attention yet. We may be back here again talking about another one hundred thousand dollars on the same type of issue. He tried to keep these issues weaved together so that we would only have to take one swag of the apple, but the bottom line is we are starting to get complaints about bills not getting paid. One way or another, we need to put this to rest. That way, Evergreen knows how to manage their project. This one is the pool. The Teen Center, to a lesser degree, is yet to come. **Commissioner Christian** said that Evergreen has done a great job for the city. Covid is something that caught the entire world off guard. He was out at the pool when he heard about products not coming in on time. In business you have to keep staff. If you let staff go, you cannot get them back. You still have to pay people to come to work even though your products may not be there. He has a place in his heart for this because it was a big contract for the city. They could have changed orders throughout the whole project and we would not be here. However, Evergreen has been a good partner for the City of Leesburg and we should do something to mitigate some of their costs. **Commissioner Burry** said as a business owner he was able to receive Covid money in his business. He wanted to know if Evergreen was able to receive federal dollars due to Covid. **Mark Starcher** thanked the commission for taking the time to consider this issue. He is currently dealing with a number of serious health issues. He asked that they pardon his demeanor and lack of clarity and speaking. However, they did receive a PPP loan last year. That helped them get through last year or 2019. This situation is a totally different animal than anything they have ever experienced, with the market being turned upside down by the declaration of a national emergency, Covid-19. **Commissioner Robuck** pointed out that he would have to abstain from voting because Evergreen is a customer of his. However, being in the industry, he would speak a little bit and his comments may be a little biased. On the commercial side, what they saw a lot of contractors do, when they were hit with this, was they either just stopped work until you agreed to a change order for the price or they would just walk away from the job and let someone else deal with it. He gave credit to Evergreen. They kept going to get this project done as quickly as possible. They could have walked away from the job and said let someone else deal with it, but they did not. The reality of the construction market is, contractors have had a lot of leverage over their customers over the last couple of years. With their credit and due to the long-term relationship with Evergreen, they chose to finish the project and that is worth something. **Mayor Pederson** commented that if he came to him as a business owner or any business owner on a fixed-price contract, he would not pay five hundred thousand dollars under the circumstances. He was concerned that we could be setting a precedence for other people to come in with this type of request. He was also concerned about parties bidding. He values the relationship with Evergreen, but he thinks the city could find better ways to spend the money. **Commissioner Christian** agreed with the mayor when it comes to setting a precedence. Maybe on the multi-million project we can put something into the contract. However, if Evergreen knew they were going to be in the position they are now in the middle of the pool project, they may have come to us then saying they needed to stop work until prices were more stabilized. He has some guys who are in the middle of building a house with his church. If the contractor just stops working, there are bills that still need to be paid. We would then have to find another contractor and that could set the whole job back at least three months. If you go to Home Depot,

sometimes their prices go up five or six dollars for two by fours. He understands the concern of setting a precedence, but Evergreen has been a great partner with the City of Leesburg. They did not stop at the pool. They went on and started working on the Teen Center. Could you imagine if they just said they were not going to work in the Teen Center or the pool? With the pool, when he talked to staff on the ground, he learned a lot about building a swimming pool and about the type of regulations that have to be accomplished. We do not build swimming pools all the time. He was concerned about setting a precedence for other contractors, that if a contractor loses money, Leesburg would not pay and you would just eat what you lose. When it comes to Susan Street and Sleepy Hollow with a five or six million dollar project, who would want to do business with us? If you look at the mowing contracts we just had? We had two bids and they were almost one hundred thousand dollars apart. One wants to charge four thousand for a cut and one wants thirteen thousand a cut. Can you imagine the next bid we get instead of five million? It is ten million. What do we say to the taxpayers: we cannot do business because we have a bad reputation? Evergreen has been a great partner for Leesburg. Everything they build has been top-notch. They are not trying to stick us or tell us to bail them out. They are simply saying they lost money on a city project due to the Covid and can the city help their business so they do not suffer. We give grants and other things to new businesses. We have an existing business here, so we are simply going to say we are not going to assist in their loss. **Commissioner Burry** said he asked the city manager to send everybody the actual costs of the bid and he would like some explanation. He would like to know why Earth Work's original bid was for seven hundred and seventy and one point two million was paid out. **Mr. Starcher** said that some of that was due to shifting money in the budget. Not all of that cost was apples to apples with their original bid. They also put another subcontract within that budget line item which increased the cost. On the other hand, that contractor did cost them about two to three hundred thousand dollars worth of work that they had to do on their behalf just to get through the project. That contractor defaulted on their contract and they ended up taking over the work and finishing it themselves. **Commissioner Robuck** added that is something, at least in their industry, they see over and over and over again. It was from people who have been doing this a long time. It was not just a fly-by-night company this time, it was a company that had been in business forever. They had a ton of work, they bid out for all the jobs and all of a sudden their material cost went up by two to three hundred percent, plus the labor shortages. They just said to the general contractors like Evergreen, tough, they were not going to do the job because it would put them out of business. They just walked away from the job. **Mayor Pederson** commented that he was struggling with this one. Commissioner Burry asked what he thought was a great question about the PPP loan. That PPP loan was there for all the different businesses that were hurt during Covid. That was a subsidy. **Mr. Starcher** replied that with all due respect, so was the American Recovery Act money. That was for those specific situations that we are talking about right now in which the city received ten million dollars. **Mayor Pederson** stated it is not an easy decision because he knows they have a long-standing relationship, but we have a lot on our plate and there are a lot of things we could do with one hundred and fifty to five hundred thousand dollars. We juggle that money all the time, but these are tough decisions. **Commissioner Burry** commented that we received Covid money to give it to people who were impacted and, obviously, this was someone who was impacted. As a private business, we received Covid money. Again, we should help our partner out, but he could not agree to helping out to the tune of three hundred thirty-one. He could agree to one hundred and forty, which is the remaining number in the budget. **Commissioner Connell** stated there have been a lot of businesses impacted. We cannot help everybody that was impacted.

Commissioner Burry made a motion to take the remaining money in the bucket, which was one hundred and forty-one thousand seven hundred and eighty dollars, and allocate that to Evergreen to cover Covid related expenses and Commissioner Christian seconded the motion.

Mayor Pederson asked for any further comments from the Commission and the public. There were none.

The roll call vote was:

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

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

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

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.09 +/- acres; and being generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Brittany Estates)**

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1.09 +/- acres from Lake County Urban Medium Density to City of Leesburg Highway Commercial, for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and**

providing an effective date. (Brittany Estates)

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.09+/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County C-2 (Community Commercial District) to City C-3 (Highway Commercial) to allow dry storage for boats and trailers for a property generally located north of U.S. Highway 441, east of Waters Edge Drive, west of Mark Road, and south of Brittany Boulevard, lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Brittany Estates)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian stated his concern is that it would be located on Highway 441. Are we going to have boat storage and what kind of buffers or signage will we have? Five years from now, he does not want to have a bunch of boats sitting right off Highway 441. **PZD Miller** replied the applicants have expressed their intent to annex it and zone it C-3 Highway Commercial. They would like to put up a large opaque fence to where you cannot see through it on the property. They would like to use it only for the residents of Brittany Estates who live in the manufactured home development immediately to the north. It would be strictly fenced off and used for their own use. **Commissioner Burry** asked, currently does it have boats on it? **PZD Miller** replied no, right now it does not have anything on it.

Mayor Pederson asked if there were any other comments. There were none. He stated this item would lay over.

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 133+/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Anthony Property).**

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 133 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)**

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 133 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 05, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Anthony Property)**

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

7. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 55 +/- acres; and being generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Treasures Trove)**

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller commented that it was brought to their attention this morning that the agenda memo for the annexation and the rezoning showed that the planning commission and the planning staff voted for approval. That was a copy and paste error. He would like to make a change to item 6.B.7, which is the annexation to simply read; under staff recommendations that the planning and zoning staff recommended approval. The planning commission does not see annexations at all. Those come straight to the city commission for approval. That was a cut and paste error. Item 6.B.8, the comprehensive plan is correct. On item 6.B.9, they did the same thing. They put the planning and zoning staff recommends approval and the planning commission recommends approval. The planning commission actually recommended denial of this item. He wanted to bring that to their attention. He would like to be able to make those corrections. **Mayor Pederson** said that would be okay. He asked if there were any other comments from the Commission.

Commissioner Robuck said he had talked to the planning and zoning director about this, but he did not know if he had the chance to talk to the applicant about making a boulevard-style entrance off CR 44 and then making the one off East Treasure Island an emergency-access only. That way it would keep traffic off Treasure Island Avenue, since it is not an improved road. That may be a doable thing. **PZD Miller** agreed and said he thought that might be doable based on the PUD wording as it sits. He would double check that, if it was not, he could make a small change. **Commissioner Robuck** stated when we get to the PUD we could talk more about that. There are a lot of people here about this item and it probably does not address all their concerns. It is one that we could at least easily take care of.

Lisa Hayden, stated she resides on Dennis Road in Leesburg. She would like to talk about items seven, eight and nine together. It is hard to break them out individually. Plus, people would be coming up over and over. **Mayor Pederson** said feel free to talk about them together. The commission debates them like that all the time. **Mrs. Hayden** said she had six copies of a petition for the commission with forty-four signatures asking that they deny all three items. The reason being the city cannot annex something until they know what is being annexed. The applicants are talking about one hundred and fifty-five houses and that will never happen on that corner. There is no way. There is no infrastructure and the traffic would be ridiculous. It is wetlands. There are multiple reasons why there is no way one hundred and fifty-five houses can be supported on these fifty-five acres. There are people here that will talk in more detail about that. How can it be annexed, when we do not even know what is being annexed? Maybe this property can only support ten houses. With the map, and the wetlands, it will be very limited. With traffic, there would be a row of houses that would go right down CR 44. In twenty years, when CR 44 needs to be widened, where are those houses going to go? They would have to be torn down. There is nowhere for that road to be widened given the map that has been presented to the city commission with one hundred and fifty-five houses. At this point in time, discussing this without having a realistic plan is putting the cart before the horse. We need the applicant who, unfortunately, has been quoted at the last meeting of the planning commission saying we just threw this together. Well, they may be throwing something together, but they are riling up a whole bunch of people. We are quite upset about the possibility of there being flooding in the neighborhood along with other issues and traffic on a very deadly road. They should not just throw a plan together. They need to put together a really good plan that makes sense of the topography, for the area and the traffic. Then we can have a real discussion about this, but do not throw something together and just send it to the planning commission.

Larry Mott, 8700 East Treasure Island Avenue, stated he has lived there a long time. He is a CGC, he is not anti-building. He would love to build every single one of these houses. However, he has great concern and the city has the opportunity to take control of it now. With St. John's River Water, he is not even sure if they have been contacted yet because this is a tremendous bay head. They are proposing filling in a fresh water pond. There is another area in a curve they are proposing to fill in, so where is all

this water going to go? They are going to back the water up and it is going to go across Treasure Island Road to another community called Treasure Cove. With the names of the communities, it will make calling 911 very confusing. With the road situation, he appreciated Commissioner Robuck bringing up the entrance on Treasure Island, because what is the purpose of the entrance on Treasure Island when the only thing they are going to do is come out the side. They will still have to turn on CR 44. There needs to be a major entrance. If they do, like Commissioner Robuck mentioned, and do a boulevard entrance, there will be a need for a traffic light there eventually. There would have to be. There is another subdivision just up the road, to the south of them. They have started construction on it. He has personally witnessed a foot of water and a foot of clay on CR 44. Traffic had to come to a complete halt. The land out there is quite low and there is definitely a water situation that needs to be considered by St. John's River Water. As Mrs. Hayden mentioned the planning and zoning commission looked at this and said if they build those houses, there is no way CR 44 could ever be widened. There is an electrical substation on one side and there would be houses on the other. It is very tight right now and they would not be able to put turning lanes on CR 44. There have been a lot of accidents in this particular area and this is about the only passing area between Eustis and Leesburg. In the mornings, between seven and eight, when you try to pull out, you might be sitting there seven to ten minutes to get out onto the road. They are looking at one hundred and fifty-five houses. There will most likely be two cars for every house and that is going to generate a lot of traffic. He knows there will be a study done. Again, he is not anti-building. He wants to impress that upon the commission, with the planning and zoning meeting and the denial, which was four to two. There was a statement from staff that said they were recommending it because of the revenue it would generate for the city through impact fees. **Mayor Pederson** pointed out that the planning and zoning director was shaking his head behind him, indicating that was not correct. They did not vote on the annexation. However, they did deny approval of the future land use change and zoning. **Mr. Mott** said that the planning commission denied it, but city staff is recommending passage. **Mayor Pederson** confirmed that was correct. **Mr. Mott** stated city staff recommended it because of the revenue it would generate through permits, taxes and impact fees. He asked if it was all about money. What about the quality of living in Lake County or the City of Leesburg? It seemed to him like this was malpractice. **Mayor Pederson** reminded the public that comments need to be limited to three minutes.

Ray Hayden, 35121 Dennis Road, Leesburg, referring to a map, stated right along the top of the development is a yellow house and along the side is CR 44. He showed an image of CR 44 and the power lines along both sides of the road. His map showed south towards the development from the right-hand side. He said what they could not see were the two crosses for people who had recently died at that exact intersection. If the city closes off their other road, then death alley is where they will have to go to get out. If the other road is shut off, it will be the only other way out. Unless they purchase boats or other stuff like that, but who will pay for that? That is the only other road out of there. The residents usually take that road if they are going to turn left and head north on CR 44. They will exit out the other road because it is angled to the right, so they can turn right on CR 44. He showed a rendering of the power lines and he assumed they were owned by different power entities. There is no room to widen this road. This is the only passing area for miles. There is no way to get around that. You would get into easements and everything else. Take a stroll in a city vehicle and drive down CR 44 and you will see the red clay. He and his wife were shocked by the amount of red clay they saw today. It was not out in the road, but it could be. He brought a colored image of the wetlands to provide. They want to kill all the wetlands. The funniest thing of all about the plan they submitted is, it says and he quotes "remove wetlands." They said they would clear, cut, and remove wetlands. There is another piece of wetland in the corner of the lot that they want to take, which is about fifteen to twenty percent of somebody else's wetlands. Four different people actually own a piece of that one individual wetland and they want to remove it. Referring to another rendering, he showed where Treasure Island was. He then showed a green area, which was a river coming from the wetland. It goes over to the next area of wetland around Silver Lake. He showed different wetlands that they wanted to remove. It is a significant portion of the entire block. It is not just a

simple significant portion of an individual's lot of land. Lastly, we need to protect the wildlife. He wanted to go with gopher tortoises, which is just a fun thing because everybody laughs at him when he talks about a tortoise as a bird. Gopher tortoises are a keystone species. They provide habitats for between three hundred and fifty to four hundred other species. That is vitally important to the State of Florida and the wildlife economy here. He has several gopher tortoises on his property. He owns twenty acres. He transformed their land according to what kind of land gopher tortoises would like to have. He sees them on their property and he sees them zipping around. They are tortoises, but those things are pretty darn fast. They go fifteen feet deep and they go fifty-five feet out. They provide a huge nest for all kinds of other species. They are talking about removing a piece of significant wetland that is available to them. Now, the tortoises do not like the wetland. They like it a little drier, but the bottom line is they live here. They are on his property, which is not too far away. It is right around the corner from where this is being proposed. There are swamps there and it overflows when it rains heavily. This is a county road and the county maintains that road. There is a funny little curve that comes off the top of the development and the county will not touch it. They cannot legally, morally or ethically touch it because of the wetlands. This is only a one-point-five lane road. They have to stop to pass each other or they will have a million accidents on the only road they have to get out of there, especially if the other road is shut off. The county maintains this area and they do not go zipping across the wetlands either. The county knows that they legally, morally and ethically must protect that wetland and so must the City of Leesburg. The annexation of the property, the changing of the swampland to build houses on it; this plan was just thrown together. The annexation makes sense for only one reason to make money off the taxes of houses, assuming they are built. However, what are the taxes on swampland? If they buy the property, they cannot do anything with the property. It will remain wetlands. They will never be able to approve property here because of the endangered species on that property. They are protected species and they would be destroying wetlands and that would not be economically viable down the road.

Lorine Davey, 8940 East Treasure Island Avenue, stated she left South Florida because she wanted the rural life. She did not want to live the city life. The back of her property is wetlands and she is cool with that. She has to wear boots sometimes to get into her car and she is cool with that too. What is going to happen when this development comes in and takes out these wetlands with the bayhead? All that water will have to go somewhere. She should know she has been trying to divert it from her property for quite a while. That water has to go somewhere and it is going to go to their properties. It will flood them out. This project is detrimental in every regard. She asked that it be denied.

Mayor Pederson asked if the developer was in attendance and if he could speak to the wetlands. It would be good if he could help clarify the wetlands. **PZD Miller** stated that Jerome Henin and Bill Ray were in attendance. They could speak about environmental issues. **Mayor Pederson** said this would be a good time for them to speak before more people come to the podium.

Jerome Henin, stated he is the developer of this property. He thanked the Commission for allowing him to speak. He thanked the surrounding residents for their concerns. First, he wanted to say this was not put together out of nowhere. They have been working on this plan for the last eight to nine months. Another specificity of his company is that they never submit anything without fully going through the studies. Tonight, he has TMC Consulting with him. They performed the traffic studies and would be able to answer any questions. Sometimes the residents do not have all of the information they are working on when they are doing this type of work. **Mayor Pederson** asked if they were doing any wetland mitigation or if they were staying out of the wetlands. He wanted to clarify this for the group. **Mr. Henin** answered the exact number they have for wetland is 13.80 acres and they will not touch it. They will be creating a buffer around that wetland. There is point-eighty-three acres that will be removed because it is not a desirable wetland. That has no contribution to anything and it does not touch any wetlands. He just wanted to explain that to them. In addition to doing that, they do have studies. They have to go through

St. Johns Water Management District and Bill Ray would be happy to explain how that works. When they design this type of project they actually improve the water concerns because every bit of water that goes to the site will be contained, treated, stored and released. Not only are they preserving wetlands, they are protecting them by creating additional buffers. When you look at the plan, they do not touch them. They are already flagged. They are not part of the plan except for less than an acre. **Mayor Pederson** mentioned when he looked at the map it appeared they were not developing in the wetlands, so he wanted that explained. **Mr. Henin** said they were very precise on this plan and they had already flagged them. They will maintain, store and treat them. They will also create buffers. He heard concerns about traffic on Treasure Island Road that would be for emergencies only. They could transform that into something else, but that is not the main entry. If they would like more details from the traffic engineer, he would be happy to provide that information and explain the access to this property. There were concerns about buffers. They went to the city planner and asked if there could be a better solution. However, following the codes, it was determined that the first design had a much larger buffer than required. It goes all the way around the property. They are maxed out. They doubled the buffers along the property. They have much larger setbacks as well. They also have plans to design some buffers and berms. With the concerns about turtles, Mr. Ray can explain how that works and what they do. They want to be respectful because they are a family business. They are not a big corporation doing this. He does not get into projects just to sabotage the land. They go into projects to go beyond regulations and codes because it works better when you consider all the elements. They brought a presentation with them, but there was no need to present it at this time. If everyone looked at the projects they have done in the area, they are all special. They would be happy to talk directly to the surrounding neighbors to provide them with more information. **Mayor Pederson** questioned who owns the right of way and is there enough land to widen the road? **PZD Miller** answered that it is a county road and that would be Lake County. That answer would come from their Public Works Department. **Commissioner Robuck** mentioned that because it has been brought up a few times, it seems like a reasonable concern. Could we reach out to MPO on SR 44 on their part of the road to find out what their plan is there and could that cause a problem? It would be a very knowledgeable thing to know. **PZD Miller** responded staff could do that. Traffic studies are sent to MPO and they could put that with the packet and make that request. **Mayor Pederson** said he assumed they had adequate right of way when he saw the power lines and all that, but he does respect the concerns. **PZD Miller** said, without adequate right-of-way, the project would be killed.

A gentleman from the audience stated they are not stupid. **Mayor Pederson** remarked that with all due respect, he would appreciate it if he would be respectful. **The gentleman from the audience** said he would appreciate the same respect from the developer. **Mayor Pederson** commented that for the record we need his name and address. He also needed to be respectful. **The gentleman from the audience** said he lives on North Treasure Island Avenue. He has lived there for over twenty-two years. He did not buy in Leesburg city limits because he did not want to live in Leesburg city limits. He still does not want to live in the Leesburg city limits. He likes living in the country and he does not need that destroyed. He has enough people trying to destroy his lifestyle. He does not need everyone doing it because of tax money.

Louise Chen, of 8010 Treasure Island Road, said she has been living there for about five years. She absolutely loves unincorporated Leesburg. She has concerns about the wetlands and how the water will be treated in the wetlands. That was something that peaked her interest. **Mayor Pederson** said the developer may be able to speak about it better than him, but his understanding is these developments have to be self-contained. He did allude to that. The project would be self-contained in a way that it would not go on the road and it would not go into the wetlands. **Ms. Chen** said she was concerned about which ones were going to be filled in. **Mayor Pederson** stated he heard point-eight-three acres. **Mr. Henin** explained using a diagram which areas would be filled in. **Ms. Chen** asked if they could explain what freshwater, emergent wetlands are and why they can be filled in. Are these springs? **Mr. Henin** stated they have an environmentalist that could explain that. **Ms. Chen** said she was interested in why

those could be filled in. Why the freshwater. She has them marked for the different types. It is the diagram from Lake County's website. **The Projects Engineer (Environmental)** explained that the two wetlands are emergent wetlands, principally they are contained with lower vegetation. The larger one is an isolated wetland of approximately one acre. They also have the 0.83 up in the corner of the project. That one would be scored with a function and value matrix that was approved by the State of Florida and the US Government under the current operating agreement that Florida adopted, the 404 Standards. Those wetlands would be evaluated underneath an approved matrix. They are then mitigated, so there is proof of no loss in function or value of the wetlands that are impacted. The larger contiguous wetland is the highest value wetland on the side that is marked to be protected with buffering in accordance with city regulations. **Ms. Chen** said her concern is the one that is proposed to be filled in. It is owned by four different properties. How could you fill in part of the wetland when it is owned by four different people? **The Projects Engineer (Environmental)** said when the county goes around they do not necessarily have right-of-way on these roads, so it would be the same as anything else. They are working off of maintenance rights-of-way. There are also costs and the history of these roads where they were constructed to county standards. If they were intended to be constructed to county standards in the majority of cases, the wetlands would have been impacted by doing it. How do you impact part of a wetland? It is a common occurrence within the development industry. It is an unavoidable impact. We would put turbidity screen curtains at the edge of the proposed impact to make sure you do not get off-site movement of silt water and debris. So, now the wetland is impacted and the area that is impacted is fully mitigated within a mitigation bank. That area is then filled and it is converted to an upland. **Mayor Pederson** mentioned that they needed to wrap it up and he appreciated the help with the wetlands. He clarified for the audience that the State of Florida regulates the wetlands. It was not the City of Leesburg. **The Projects Engineer (Environmental)** said that the state regulates this through two principal entities; one is the Florida Department of Environmental regulations. They have premier guidance and delineating authority. That authority delegates to five water management districts. In this case, for residential, it would be St. Johns River Water Management District. Recently, the State of Florida adopted and transferred the authority to cover Section 404 of the Clean Water Act, which is a federal requirement. They are under the microscope to make sure they are meeting all those requirements. The lead entity on this from the permitting standpoint would be St. Johns River Water Management District. They ensure compliance with the federal regulations and the state regimes.

Mayor Pederson thanked him for those comments since he heard concerns from the audience. He wanted to be sure St. John's was involved. **Ms. Chen** said there is one wetland owned by other properties within the county. How is this going to be cut off for the other residents? **The Projects Engineer (Environmental)** said they are only impacting what is on their property. **Ms. Chen** commented that whatever happens on your property flows over to the other properties. **The Projects Engineer (Environmental)** answered that any drainage like a drop of water that hits their property will stay on their property. It will go to the retention ponds where it will be treated and stored. **Ms. Chen** asked if they would build dikes all the way around? **The Projects Engineer (Environmental)** responded that everything would be graded back to the streets. The streets will have a collection system and it will go to the stormwater ponds. **Ms. Chen** stated she is worried about them pinching off along the perimeters and boundaries. **The Projects Engineer (Environmental)** said it would drain back towards the right-of-way, then the secondary system would take it to the pond. **Ms. Chen** asked if they were going to leave the trees in the wetland areas. **The Projects Engineer (Environmental)** said yes. **Mayor Pederson** recommended that she meet with a developer outside of this meeting. **Ms. Chen** apologized and said she would do so. **The Projects Engineer (Environmental)** said while they were talking about mitigation for the record before any sight disturbance occurs on site, it is a requirement of the State of Florida to conduct a one hundred percent gopher tortoise survey. All active and potentially occupied or abandoned boroughs are located by gps coordinates. Then all potentially occupied burroughs are either excavated or trapped with bucket trapping, by which the tortoises captured will be relocated to an approved recipient site. There is an adequacy right now on about four mitigation sites serving the Central

Florida area. If there is not a mitigation site within one hundred miles, we are authorized by the State of Florida to go outside that one hundred miles.

Allison Fralick, 35442 North Treasure Island Avenue asked why the City of Leesburg has to annex all of them for one subdivision. **Mayor Pederson** said the applicant is only asking to annex the property they want to develop. They are not annexing anything else. **Ms. Fralick** wanted to verify that they would not be getting them. **Mayor Pederson** stated they would not. **PZD Miller** remarked they are only annexing the property they are requesting to develop. By state statute, the city cannot annex residential properties without a vote by those residents.

Michael Chen, 8010 Treasure Island Road, expressed concern about the wetlands and the floodplains. **Mayor Pederson** asked if he would join the meeting with the developer since we just went over this subject. **Mr. Chen** said he wanted to go through it briefly. He showed a 2004 aerial view which showed the floodplains. He showed an area which was concentrated in this upper region of the property. In 2011, after some trees were removed or something else that occurred in that area, it looks like the floodplains have moved further south. He does not know how it has changed since then, but it could have. It is basically coming over the road in some areas, so if this property goes in and there is work done in these areas, how will that change the flood plains? He thinks this is a concern that should be considered for the future. **Mayor Pederson** remarked that flood maps are updated every ten to twelve years. **PZD Miller** confirmed it is every ten years. The latest one was done in 2012. **Mayor Pederson** continued to say that this development is just like all other developments, it has to be self-contained on their site. **Mr. Chen** said he wanted this to be out in the open. **Mayor Pederson** asked if there were any other questions. There were none.

8. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 55 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)

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

Mayor Pederson requested comments from the Commission and the audience.

Ms. Hayden wanted to quote what the developer said from the planning and zoning board meeting. The gentleman said "this is just a concept plan, it was just thrown together with some good ideas, but it is not a concrete plan. **Mr. Henin** replied that it was not a construction plan, it was a concept plan. Those comments were made by the civil engineer. **Mayor Pederson** asked that they handle this outside this meeting. **Ms. Hayden** said she wanted the commission to consider one hundred and fifty-five houses as kind of ridiculous.

Ray Hayden, 35121 Dennis Road asked the commission if items 7,8,9 could be considered an all in one package because of the interrelated possibility between them from the annexation to the PUD change to the approval of anything being built there without the actual plan or new conceptual plan. If they can all be brought together, then he would like to reserve his same objections to 7, 8 and 9. **Mayor Pederson**

pointed out for clarity that the commission would not be voting on this tonight. It is the first reading.

9. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 55 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential subdivision for a property generally located west of County Road 44 and south of East Treasure Island Avenue, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Treasures Trove)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Christian commented that the developer and the residents need to meet between now and the next meeting. They need to discuss their concerns and issues to see if they can come to any agreements before coming for the final vote. There may be misconceptions and misstatements that have been made. It would be better if they were able to talk about the buffers and wetlands. The concerns they have with the developer, they need to see if they can come to some sort of agreement. If not, we will take all of that into consideration when they take our vote. However, it works best for both parties, they should at least attempt to make it work. He assured them that the commission was not doing this for tax dollars. If they did the math on a single-family home after homestead exemption. Looking at tax bills, the City of Leesburg may only get two or three hundred dollars per house. That is not a lot of money when you consider a hundred plus million dollar budget. This is not done for tax dollars. It is everyone's choice whether they move to Leesburg or not. He believes it is a great city, but that still does not make him vote yay or nay. He does not like to hear people say they do not want to live in Leesburg because he loves Leesburg. He encouraged the surrounding residents to talk with the developers to see if they can work it out. If they did get an unfavorable vote, at least some of the concerns have been heard and addressed. **Mayor Pederson** thanked him for those comments. That was very well said. He wanted to be clear that there would be a second reading. We do not have that date yet, but this was the first reading. There will be a second reading. **PZD Miller** mentioned at this time they are anticipating the second reading to be in November. A large scale comprehensive plan has to be transferred to the State of Florida. From there, it will be about a sixty-day process. **Mayor Pederson** asked during this time would that be the best time for both parties to discuss the issues brought up tonight with the roads and wetlands to see if they can come to some sort of resolution. **PZD Miller** said yes. He also asked that they call their office or the city clerk's office regarding the date because it is subject to shift depending on how long it takes the state to finish their review.

Ms. Hayden asked if the commission had to transmit this to the state now or could it just not be transmitted to allow the residents time to communicate. Why transmit to the state when they are still working on a plan? **PZD Miller** informed her that they would receive comments from the state about the project. That is why they place in there that they will not see this one again until November. It allows time for everything to be reviewed. What they would not want to do is not transmit it to the state, because then they would not have any comments from the state which might impact the outcome one way or another. That is why the city needs to do that and there is plenty of time for the residents to get together with the engineer and the applicant.

10. **An Ordinance of the City of Leesburg, Florida, annexing certain real**

property consisting of approximately 717 +/- acres; and being generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar-Key Groves)

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

Mayor Pederson requested comments from the Commission and the audience.

PZD Miller stated at the planning commission the applicant requested some minor changes which they would like to report to the commission. In Section 4D1, they would like to allow for the proposed multi-use trail to function as a golf cart path too. There are some changes to the gutter wording they would like to make also prior to the next meeting. They are minor changes, but they are important changes.

Commissioner Robuck said if you are going to make that a golf cart trail, there needs to be a separate delineated area. **PZD Miller** said it would be a multi-purpose wide trail. They could have all kinds of uses for it. That is what the applicant is asking for. **Commissioner Robuck** said he was okay with that, but he would want part of that to be delineated off. That way they could not use it as a two-lane golf cart path. He would not want to see it where no one else could do any other sort of recreation on it.

Commissioner Burry said his comment was about item 12. In the PUD it shows 45-foot lots, is that correct? **PZD Miller** stated that was correct. Everyone knows how he feels about those. The issue here is the Turnpike and what we anticipate is a significant number of people moving into this community. They will be using the Turnpike going back and forth. Generally speaking, around the larger roads, yes, that density can be supported. When it comes to the smaller roads, we would want to back off a bit. Cindy Terrapini of Terrapini Planning Strategies is here and she can give a presentation and discuss that. This development has three different lot sizes; 45, 50 and 70 feet for villas. **Commissioner Burry** asked about the 45's. Are we talking about four hundred and fourteen? Is that the correct number? **PZD Miller** stated he believes that is correct. **Commissioner Burry** inquired what the overall number is. **PZD Miller** answered it was seventeen hundred on seven hundred and seventeen acres, giving two point three seven total units per acre. **Mayor Pederson** wanted to clarify what the total development was. **PZD**

Miller answered there would be one hundred and forty thousand square feet of commercial space with thirty-five percent open space. It is a very interesting design. There is a loop road and a multi-use trail inside the development. **Mayor Pederson** mentioned that he called the city manager about this because he thought we had stopped 40-foot lots. We have been seeing 50's, 60's and 70 foot lots. Now, all of a sudden, there were 45-foot lots. He was curious how the commission felt about that. **Commissioner Robuck** said he sent something to the planning and zoning director and he printed it out but left it in his truck. There was an article on a development Groveland is doing, which he thought was an interesting concept in the sense that it had a mix of lots and it included some 40-foot townhouses. It was even denser than this one, on different parts, even on the bigger lots on the outside. Then they took a lot of the open space and created two really large parks. Just from a general concept, it looked nice to have a mix of uses. It would be more affordable with more usable recreational space and even bigger ones on the outside. He thought it was an interesting concept to discuss. **Mayor Pederson** said, even with other developments, it should be market driven. He does not feel it is their role to dictate. If people want to buy

45-foot lots, it is not his place to say no. **Commissioner Christian** mentioned he was against it until he went to a conference and found out Palm Beach was actually doing 30-foot lots due to costs. He talked to the city manager and came to the same conclusion. If someone wants to buy a 40-foot lot because they do not want to cut all that grass, who are we to tell them to buy a big lot? **Mayor Pederson** commented that the way he looks at it, if people are buying them, then that is fine. If they do not, the developer will be hardening the site plan. **PZD Miller** remarked that part of the staff's position on this was the fact that they did come up with a very good design for the loop road. It included twenty acres of potential institutional land and some commercial. It is not just a subdivision. It has a community effect because people can get around and go to the store. They have the potential for a fire station or police station down there and a school. The potential there is what pushed staff over the edge. Normally, we would push back hard on this, but this is a good one. **Mayor Pederson** said they could talk about that another day. When they scratched the 40's, he thought they were going with 50's.

Harriet Scales, 12379 Southeast Sunset Harbor Road, Weirsdale, thanked the commission for the opportunity to present the Bar-Key Groves project. Her family purchased this property in 1976. They grew and harvested citrus for their packaging facility in Weirsdale. Between the freeze, citrus canker, root disease and recent Chinese greening disease, it has made it almost impossible to grow citrus in Florida. The decision to sell the Bar-Key property did not come quickly. This property has been sitting here with cattle on it for years. They have been courted by many developers. They wanted to make sure that the buyer would be financially strong, strong enough to weather fluctuations in the housing market, so Leesburg would not be left with an abandoned project. They wanted the developer/builder to agree to create a community which the Scales family and the City of Leesburg would be proud of. They are located here in Leesburg, they have a family business in Leesburg and they want to make sure they develop Leesburg as the beautiful place it is. After much discussion, NVR (the country's fourth largest home builder) became the choice that the family decided to work with to build a community they can be proud of. On behalf of the entire Scales family, they asked the City Commission to consider giving them favorable consideration for this property.

Cindi Terapani, Terapani Planning Strategies, representing NVR, the proposed developer for the project, said she does have a powerpoint. She would like to show a few slides and answer any questions regarding the development. **Commissioner Robuck** asked if they could save some of the slides for the next meeting since there would be more people in attendance for that meeting. **Ms. Terapani** said she would go through the slides quickly. She thinks everyone will be happy when they see the overall concept plan that is being proposed. They had already heard from Ms. Scales, who is the longtime owner of Bar-Key Groves and Key-Scales Ford. With her tonight, is her team; landscape architect, Tom Daley, civil engineer, Brett Tobias, traffic engineer, Dwayne Booth, and not in attendance is Biotech Consulting. They have all done significant amounts of work on the property. The proposed developer is NVR. Ryan Homes was formed in 1948 by Ed Ryan. They merged with NVHomes in 1987 and renamed it as NVR. As Ms. Scales mentioned they are the fourth largest builder in the United States. She thought that was critical because a builder of that size has financial stability and they are able to carry out a project of this complexity and size. The overall site is seven hundred and seventeen acres and the frontage is on two roads, US 27 and Dewey Robbins Road. Referring to a slide, she showed where the wetlands are on the site. They also have several lakes on the site. They are not proposing wetland impacts except for a small wetland impact at the entrance road. The only impact would be what is necessary to build the road to enter into the project. They are requesting a voluntary annexation and a plan amendment. The plan category allows up to four units an acre. They are at two-point-four units per acre in the overall project. The estate residential plan category is appropriate. They would have estate planned category to the northwest and to the east of them with the new Anthony project, if that gets approved. Referring to another slide, she showed how the project is designed in villages. She showed the different colors and how they represented the different villages of the project. At the entrance road to US 27, once

you pass the commercial site, it is organized into villages, which all have access by the loop road. Just off the loop road will be a multi-use path that will be separate from the road. It will not be part of the road, it is separate. It will be available for recreational functions as well as for a golf cart path. This project would be constructed in three phases. The western section first, which would include the main entrance from US 27. It would include a five acre amenity center and a clubhouse including a pool and other activities. That would be right on Mulehead Lake. The second phase would be the northern section and the third phase would be the eastern and southern sections. Every phase has some of each type of unit, they are not pre-loading it with all of one type of unit. Every phase has all of the possibilities and different homes available for the residents. The planning and zoning director asked them to find more parking in the smaller lot areas, so their architect got creative and found a good solution. At the end of each block, they put in parallel parking to accommodate fourteen extra spaces on each block. This is in addition to the two-car garage and two car spots in the driveway. It would be used for guests or visitors. There would be on-street parking available in close proximity to the houses. With the entrance, they are proposing to align it with Bridges Road. They have a verbal agreement with their neighbors, the Lynden Nicholson property. Their project is located on the westside of US 27. They also own a piece immediately to the north. It would be a boulevard style entrance. It would include a major entrance feature with landscaping and signage. The commercial site is something the planning commission was excited about. It will bring commercial activities and uses to this area, including neighborhood shopping for the residents. It is a maximum of one hundred and forty thousand square feet. It is large enough to accommodate an anchored grocery shopping center. It would have outparcels for banks and other uses like restaurants. It may have another access point on US 27 providing approval by FDOT. They certainly understand that FDOT is going to have to approve all the access points on US 27. They also added a 20-acre school site to this property. It could be used for institutional uses, such as a church and synagogue. The main thing they want is a school in this area. They have shown this site and information to the school board staff. However, they were lukewarm about the opportunity, but they are reserving the 20-acre site for a school. The school board would have the first choice. Or it could be used for a charter or private school. There is a loop road that connects the entire project. Every single village will have access through the loop. That means if you live in the community you do not have to go out on US 27 to get to the shopping center. You do not have to go out on Dewey Robbins Road to get to the shopping center. All you need to do is use the loop road. The residents can use their cars, bikes, golf cars, or walk whatever mode of travel they want with the community. They do have more than one hundred units, so they are required to have two access points for the project. The only other road they front is Dewey Robbins and this access would also be a boulevard entrance with median landscaping and an entrance feature. She provided a rendering of what the community activity center would look like. It would be located on Mulehead Lake. It would be built with phase one at the beginning of the project. Another wonderful recreation feature they are adding is pocket parks. They would be in each village so the residents could easily walk with their children. They will also have outdoor recreational activities. As part of their package, they presented eleven different elevations for the four different products they would have. She believes everyone will be pleasantly surprised by the quality of the homes and the architectural diversity. The fact that there are one or two-story homes in every lot size is amazing. They will have paired villas where there will be two units in one building. They will have townhomes with a maximum of six units in each building. **Mayor Pederson** questioned the second entrance on to Dewey Robbins. Is there a way they could create two entrances on US 27? The Dewey Robbins crowd would be there in force at the next reading. He wanted to see if there was a way to check on that now. **Ms. Terapani** answered they hope to have another driveway on US 27 to serve the commercial, but that would be a right in and right out. It would not be full service. With Bridges Road, they hoped there would be full access to all four directions in cooperation with their neighbors. There could be two if that meets city's requirement they could consider that, but they think that Dewey Robbins would allow the folks that live on the northend the ability to quickly get over to US 27. When they were coming home, she suspected they would stop at Publix to pick up things for dinner. They would pull into the commercial center and then go on into their

home.

Deborah Shelley, of East Dewey Robbins Road, Howey-in-the-Hills, stated she represents the Citizens for the Preservation of Rural. She thanked Commissioner Christian for participating in the NAACP Conference panel discussion on growth management. He provided some good insight into many issues and challenges that the City of Leesburg is facing relating to growth and development. They appreciate him mentioning his willingness to participate in future discussions with the county and other cities to address growth concerns, especially preservation of some of the rural areas. One of the concerns for a lot of the residents in the area is that all the projects north and south of Dewey Robbins Road are on US 27. They total over fifty-five hundred units. Some of that has already been approved. We have the Lynden Nicholson property that was approved, Lakeco was approved, so they have a lot that has been approved. They are concerned that they are just addressing the development in this area in a piecemeal fashion. They are asking the City of Leesburg to consider an overall plan for the US 27 corridor and it needs to address the adjacent roads, be it part of the JPA with the county or just initiate a plan to address this area. There needs to be an overall plan that addresses traffic, schools, quality of life and infrastructure. There are some good amenities in the Bar-Key plan, but from a rural perspective, the folks who live in the rural protection area north and northeast of this project feel the density is excessive. They would like to meet with the developer. There are several folks in the community who would really like to speak with them to address their concerns. They do not want to address those issues here. She knows there is a trail proposed on US 27 and they think it would be really important if they could get these developments to take people down to Crist Ford, where a lot of the manufacturing jobs are. Instead of piecemealing everything, they could have the developers who are working on US 27 participate on the trail. Regarding traffic in this area, the Whispering Hills project was approved last year. The Department of Economic Opportunity cited a 2021 study, which stated there were over two thousand units that would increase the trip generation to over thirty one thousand trips on that road. Now they have a combination of fifty-five hundred homes proposed doing the exact same thing. She asked that they consider the traffic in this area.

Ellen Bachelor, who resides on Turkey Lake Road, said she has big concerns about Dewey Robbins. This is a huge development and anything that enters and exits off Dewey Robbins Road will cause a lot of congestion. The road is not big enough and there will be a lot more traffic. They already have Hodges coming across the street and their entrances are on Dewey Robbins Road. When Whispering Hills was coming in, they made arrangements to make sure that both entrances to that development were on US 27. Anything they could do to detour that traffic away from Dewey Robbins would be good. That is a small road. It will not hold all that traffic generated from these developments. There is this one and another new big one that is coming in, the Anthony project that was discussed earlier. **Mayor Pederson** said it was not approved tonight. It was only the first reading. **Ms. Bachelor** said okay, but there would be traffic, traffic, traffic. **Mayor Pederson** encouraged her to meet with a developer to discuss her concerns.

Leanna Ulmer, who resides on Thomas Allen Road, said her road is at the far end of Mulehead Lake. There are ten acre parcels that go all the way down and she is the second one. She has concerns about the density of the project. It is very concerning for this area. She would love to reserve the rural area that they have now. She thought she lived in a transitional area. She is concerned about the retention ponds and if Mulehead Lake will overflow. She lived in a house previously that was on our retention pond and when hurricanes and stormwater came through it was disgusting. All the trash and everything would go in there. If all that is coming from that community, it will flow into Mulehead Lake and that is a real concern because she is on the other side. She asked that they look into that, just having lived through that situation before, it was not good. She was concerned about buffers. She does not see a lot of buffers. Are they using the lake as their recreation area? She is hoping that if they put this in, at least there would be trees and forests. Are they using the lake for recreation? It is just heartbreaking and she would like to

know where the buffers and where their stuff is going to go. She is concerned about the density and the lack of buffers.

Mayor Pederson asked if there were any further public comments. There were none. He closed the public hearing.

11. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 717 +/- acres from Lake County Rural Transition, Lake County Rural, and Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)**

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

12. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 717 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow commercial and residential development for a property generally located east of US Highway 27, south of Dewey Robbins Road and north of Florida's Turnpike, lying in Sections 05, 06, and 07, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar-Key Groves)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry said he had concerns about the buffers. He wanted to know if it was one hundred feet. **PZD Miller** replied there was a buffer minimum of twenty-five feet all the way around the project. **Commissioner Burry** remarked he thought it was bigger. **Ms. Terapani** mentioned that there is a twenty-five foot buffer around the entire perimeter of the site. Also, the last speaker mentioned the lake would be a recreational amenity on the east side that will actually be in the middle of their site. It is not the lake next to her property. They would be more than happy to speak with all the folks here that came tonight to work through any of those issues and to answer as many questions as they can. **Mayor Pederson** asked if there were any other comments from the commission or the public.

Deborah Shelley, Citizens of the Preservation of Rural, East Dewey Robbins Road, said they have ten residents who submitted comments. They did not realize there was an August 15th deadline for the comments. They submitted them to the planning and zoning director and the city clerk. She brought

copies of those comments with her. She presented them for the record.

- 13. An Ordinance of the City of Leesburg, Florida, modifying the zoning on approximately 4.64 +/- acres, for a property generally located south of County Road 44, west of Whitney Road, and east of Executive Boulevard, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (T T Storage)**

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He stated this item would lay over.

- 14. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.42 +/- acres; and being generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Leesburg Small Bay)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell commented that he had a conflict of interest with items 6.B.14, 6.B.15 and 6.B.16. He would not be voting on these items.

Mayor Pederson asked for any further comments. There were none. He stated this item would lay over.

- 15. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 3.42 +/- acres from Lake County Industrial to City of Leesburg Industrial, for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)**

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

Mayor Pederson requested comments from the Commission and the audience. There were none, this item would lay over.

16. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.42+/- acres from Lake County HM (Heavy Industrial) to City of Leesburg M-1 (Industrial) to allow a warehouse for a property generally located south of West Main Street and east of Progress Road, lying in Section 29, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Small Bay)**

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

Mayor Pederson requested comments from the Commission and the audience. There were none, this item would lay over.

C. NON-ROUTINE ITEMS

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. **None**

8. CITY ATTORNEY ITEMS:

- A. **Request Consideration of an Executive Session to discuss legal strategies Associated with current litigation (Sunnyside, LLC v. City of Leesburg)**

CA Watson commented that with the pending Sunnyside Lake Land Holdings LLC. case against the City mediation was held last week. Unfortunately, they did not come to a settlement at mediation, so this case will be moving forward. It will move into the hearing phase before a special magistrate. Even though mediation was conducted and did not settle, settlement negotiations did occur. The attorneys from Brionez & Brionez have requested another closed attorney-client session so they can discuss more settlement negotiations and litigation strategy. The attorneys from Brionez & Brionez would like to meet with the commissioners and the city manager on September 12th at the conclusion of the normal agenda items. They would need to request a court reporter present for that meeting and advertise the closed session. That advertisement would include the names of the parties present for that meeting, so that will be in the open. **CM Minner** said he sent out an email to the commissioners last week that updated them on the mitigation meeting. It was high-level, but pretty accurate. That memo is exempt from the sunshine, so he does not want to speak about the details. If they did not receive that email or missed it, give him a shout and he would make sure they received that update. **Mayor Pederson** confirmed that the meeting

would be September 12th.

9. CITY MANAGER ITEMS:

CM Minner stated Lake County has some ongoing issues. They will be conducting a workshop tomorrow at their regular meeting and part of that workshop will be a consideration of impact fee increases. The impact fees they are considering will affect the City of Leesburg primarily on the road transportation fee. Some of the other fees they will be discussing involve libraries and recreation. However, the increase they will be talking about is pretty considerable. It is a tiered structure. It would be seven hundred and fifty-one dollars for single-family residential units, one thousand dollars for units between fifteen hundred and twenty-five hundred and eleven hundred and eighty dollars for units greater than twenty-five hundred. Their proposed modification is forty-six hundred and twelve dollars for units less than fifteen hundred square feet. Fifty-one hundred-sixty-three dollars for anything between one thousand five hundred and two thousand five hundred square feet. Then two thousand five hundred square feet and greater is five thousand eight hundred and forty-two dollars. These recommendations exceed the new legislation that caps impact fees at fifty percent. However, there is a loophole in the legislation where if a community demonstrates an extraordinary need, then you can go beyond that. So, the county will be arguing that they have extenuating circumstances that justify the substantial increase in impact fees. He recommends that the increase is extraordinarily large and unreasonable. This directly affects Leesburg with respect to The Villages development. The report that Lake County published is approximately five hundred pages. The difference in Leesburg is The Villages, but he will not sit here and say there should not be road impacts. That would not be reasonable. However, some of the impact studies they performed did not capture the special nature of The Villages, because most of their transportation is clustered there. Their transportation is captured within their development through golf carts, bicycles and trails. Also, this location, especially in Leesburg, has close proximity to the Turnpike. The 470 property has immediate access out of town to the Turnpike. The Villages have already put together a previous agreement with Lake County on transportation to improve 470 from the s-curve and Lake all the way to 301. They will also construct a bridge. In short, this increase puts part of The Village's development which is located in Leesburg in jeopardy. He had already spoken with the County Manager about his concerns. He did not tell her that at this stage it was a City Commission concern. He is seeking guidance this evening on that. He will attend the workshop tomorrow to gather more information. This process is two-pronged. They announced a workshop for tomorrow and a second workshop will be September 6th where they will take action. He encouraged the commission to go on the record with their concerns about the impact fees to let Lake County know they have the potential to considerably damage some developmental things we have been working on. This needs to be encouraged. **Mayor Pederson** wanted to know what rights we had as a city? **CM Minner** responded that at the end of the day, Lake County would be the one who approves this. However, the more they hear from us and elected officials on a one-on-one basis will help. Ultimately, a resolution from this body that says we strongly oppose the increase would be a good way to let them know that the consideration of this is a bad one. He would not say no increase is the right answer, but at that level, that is certainly way too significant. **Commissioner Burry** asked if there were any other counties we could measure this against, perhaps Sumter or Marion? **CM Minner** answered that information was included in the report. Some other counties have a tiered system. With the tiered system, there could be a two thousand square foot unit and that could be a fifty-one sixty-three increase. That is what is being proposed. Right now, our district (north central district) is one thousand dollars, so that would be an increase of almost forty-two hundred dollars. In Volusia county, for the same unit, it is five thousand four hundred and thirty-two. Seminole County has a split between 1811, 2714 and 7312, depending on where you live. The core is Seminole suburban or Seminole rural. The seven thousand dollar one has a rural impact. Marion County is a good one at thirteen hundred ninety-seven dollars. Orange County is considerable. It has some urban, suburban and rural 8,200, 10,000

and 11,000. Osceola is urban or rural at 10 and 15. With the consideration of The Villages being next door, Sumter is 2,666. He was not going to represent what a good or bad one was. However, four hundred percent is extreme and it puts some of The Village's development in jeopardy. We have the most skin in that game. We encouraged their development with the sale and we had some other partnerships that helped encourage that. Tonight is interesting because we do not do things for tax revenue. There are other dynamics involved with the economy and making sure things move forward. This is a different case where we did actively sell the property and that makes a difference. There is upwards of around two billion dollars of potential taxable value in that corridor and that is going to happen on one side of that county line. If it happens on the wrong side of the county line, we will see considerable increases in these types of things without our influence on development or applying our codes and regulations and receiving tax revenues. That is something we need to look at. **Commissioner Burry** questioned if the legislative max was fifty percent. **Commissioner Robuck** remarked it was fifty percent over four years. **Commissioner Burry** asked if they approved that? **CM Minner** responded that was what the report was for. He will opine on their report. Demonstrating the extraordinary need, hence, the extra workshops and the process to exceed the legislative cap. **Commissioner Robuck** said with traffic studies, they can say anything. They hire consultants to write the reports which say they have an extraordinary need to fund the roads. **Commissioner Burry** commented that in twenty years Lake County has not done much with the roads. **Commissioner Robuck** added that the problem we have with all the developments going forward is they have been operating on the assumption that there is a state statute that says fifty percent over four years. He knows where they are today and he knows the worst case they are going to be in four years. Then Lake County comes in and says four hundred percent. **Mayor Pederson** remarked that the developers will be fighting this out and that is not good. The market is cooling off and interest rates are up. The timing is terrible. Lake County did not tax appropriately over the years, so they are trying to play catch up on the roads.

10. ROLL CALL:

Commissioner Burry had no comment.

Commissioner Christian left the meeting at 7:39 p.m.

Commissioner Connell had no comment.

Commissioner Robuck had no further comment.

Mayor Pederson had no comment.

11. ADJOURN:

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

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

The meeting adjourned at 7:43 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: September 12, 2022

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Transfer of \$90,000.00 to the C.U.R.E. (Citizens Utility Relief Effort) Voucher Program to aid with Customer Utility Bills; and providing an effective date.

Staff Recommendation:

Adopt the attached resolution increasing the City's contribution to the C.U.R.E. (Citizens Utility Relief Effort) voucher program by \$90,000 to aid with customers utility bills.

Analysis:

The C.U.R.E. voucher program was established in 1991 to help customers who are unable to pay utility bills due to things such as loss of employment or an unexpected illness. The program is administered by local organizations who ensure that applicants meet eligibility requirements and help about 200 families a year.

As an additional measure to assist utility customers who are experiencing financial difficulties as a result of higher energy costs, the City would like to transfer \$90,000 in excess funds from the Conservation and Renewal Energy Advisory Conservation Program (CREAC) to the C.U.R.E. program with the permission of Florida Municipal Power Agency (FMPA). The C.U.R.E. voucher program as of June 30, 2022 has a balance of \$32,965.

Procurement Analysis:

N/A

Options:

1. Approve the attached Resolution to transfer \$90,000 to the C.U.R.E. voucher program to aid with customers utility bills; 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 TRANSFER OF \$90,000.00 TO THE C.U.R.E.
(CITIZENS UTILITY RELIEF EFFORT) VOUCHER PROGRAM TO AID
WITH CUSTOMER UTILITY BILLS; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City Commission hereby approves the transfer of \$90,000 from the Conservation and Renewable Energy Advisory Conservation Program (CREAC) to the C.U.R.E voucher program to assist customers who are experiencing financial difficulties due to higher energy costs.

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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

Brad, Jim and Al,

Jacob wanted to send this reminder that you can use your Conservation Funds allocated to Leesburg to help with the price spikes for the recent bills.

Your balance in the fund is \$105,212.31.

Sharon Samuels, Member Services Programs and Procurement, can help with this. I am copying her on this email and her direct dial number is 321-239-1044.

Let us know if you have any questions.

Best,

Sue

Sue Utley
Executive Assistant to the General Manager and CEO
Assistant Secretary to the Board

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002
Direct: 321-239-1052 | Toll Free Direct: 866-592-5642
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: September 12, 2022

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Subrecipient Agreement between Lake County, the City of Leesburg, and the Community Development Corporation of Leesburg, Inc., for use of Community Development Block Grant (CDBG) Funds for Fiscal Year 2021-22 for the Pine Street improvement project; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Subrecipient Agreement between Lake County, the City of Leesburg (Agency), and the Community Development Corporation of Leesburg (Property Owner), for use of Community Development Block Grant (CDBG) funds for the design and construction of a parking lot along Pine Street.

Analysis:

The Agreement will provide funding in the amount of \$245,000 for FY 2021-2022. The funds will be used to design and construct a 69-space parking lot along Pine Street. This project will meet the CDBG National Objective of providing benefits to low-moderate income individuals and meets community development needs according to HUD regulations.

Procurement Analysis:

N/A

Options:

1. Approval of the Subrecipient Agreement; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be required to add this funding in the amount of \$245,000 to the current fiscal year.

Account No. 031-0000-331-4000

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY, THE CITY OF LEESBURG, AND THE COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC., FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2021-22 FOR THE PINE STREET IMPROVEMENT PROJECT; 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 Lake County Government whose address is 315 West Main Street, Suite 308, Post Office Box 7800, Tavares, FL 32778-7800 for use of Community Development Block Grant funds in the amount of \$245,000 for the design and construction of a parking lot along Pine Street.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2022.

Mayor

ATTEST:

City Clerk

**LAKE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUB-RECIPIENT CONTRACT**

This contract is between **Lake County, Florida**, a political subdivision of the State of Florida (hereinafter called the “Grantor” or “County”) and the parties listed below (hereinafter called the “Sub-Recipient” or “Grantee”):

Agency: **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (hereinafter the “Agency”)

Property Owner: **Community Development Corporation of Leesburg, Inc.**, a Florida not for profit corporation (hereinafter the “Property Owner”)

Project: **City of Leesburg Pine Street Improvements** (hereinafter the “Project”).

WHEREAS, the County has applied for and awarded a Community Development Block Grant (CDBG) of the United States Government Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, and to meet urgent community development needs according to HUD regulations; and

WHEREAS, said CDBG allows County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the PROPERTY OWNER owns the real property upon which the improvements will be constructed, and consents to the construction of above-referenced Project; and

WHEREAS, the AGENCY and PROPERTY OWNER have agreed to work as the Sub-Recipient to use a share of the FY 2021-2022 CDBG entitlement for the design and construction of a sixty-nine (69) space parking lot along Pine Street, in Leesburg; and

WHEREAS, the COUNTY wishes to establish a partnership with the Sub-Recipient to administer and implement a portion of the CDBG funds for the above-referenced Project; and

WHEREAS, the Sub-Recipient has agreed to implement the Project activities and to be reimbursed for the services in an amount not to exceed **Two Hundred Forty-Five Thousand and 00/100 Dollars (\$245,000.00)**; and

WHEREAS, the Sub-Recipient has initially determined that the proposed activity will benefit low and moderate income persons and persons with disabilities.

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

I. SCOPE OF SERVICES

Project Name: City of Leesburg Pine Street Improvements
Legal Description: Exhibit A
Funding Amount: Not to Exceed \$245,000.00

A. Description of Activities

The AGENCY will be responsible for administering a CDBG Program for Fiscal Year 2021-2022 in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

The Project will consist of the design and construction of a sixty-nine (69) space parking lot along Pine Street, in Leesburg.

A copy of the complete scope of work is attached as **Exhibit B**.

B. National Objectives

The Sub-Recipient certifies that the activities carried out with the funds provided under this contract will meet one or more of the following CDBG National Objectives:

1. Benefits Low-moderate income individuals

The Project meets the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(1) low/moderate income area benefit.

II. TIME OF PERFORMANCE

The Project shall start on the date this contract is fully executed (hereinafter the “Effective Date”) and shall be completed twelve (12) months from the Effective Date. In order to monitor the implementation of the Project, all Sub-Recipients are required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit C**, to the Grantor by the 10th day of each month. The terms of this contract and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG funds or other assets including program income.

III. BUDGET

The detailed budget is attached as **Exhibit D**.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds to

the AGENCY under this Sub-Recipient Contract shall not exceed **\$245,000.00** from FY 2021-2022 CDBG funds.

Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in **Exhibit D** and in accordance with performance. Expenses for general project delivery shall also be paid against the line-item budgets specified in **Exhibit D** and in accordance with performance. **Exhibit E** will be use for reimbursement requests.

V. NOTICES

Communication and details concerning this Sub-Recipient Contract shall be directed to the following:

Grantor:

Lake County
Attn: Director, Office of Housing & Community Services
P.O. Box 7800
Tavares, Florida 32778

Sub-Recipient:

AGENCY:
City of Leesburg
Attn: City Manager
1041 CR 468
Leesburg, Florida 34748

PROPERTY OWNER:

Community Development Corporation of Leesburg, Inc.
314 S. Canal Street
Leesburg, Florida 34748

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this contract. The Grantor shall be exempt from payment

of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker's Compensation Insurance as the Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-Recipient shall hold harmless, defend and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this contract.

D. Insurance and Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and undue physical damage; at a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this contract, without cost or expense to the Grantor, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantor, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this contract. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantor's Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the Grantor prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- b) Property insurance with minimum limits to cover the amount of the grant/loan awarded. **Lake County, a political subdivision of the State of Florida and the Board of County Commissioners** shall be named as mortgagee for the property at which the grant/loan is

awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.

2. **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, must be named as an additional insured as their interests may appear on all applicable policies.
3. Sub-Recipient must provide thirty (30) days prior written notice to Grantor of any change, cancellation, or nonrenewal of the required insurance.
4. Sub-Recipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
5. Certificates of insurance must evidence a waiver of subrogation in favor of the Grantor, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.
6. Certificate holder must be:

**LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800**

7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.
8. The Grantor will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Sub-Recipient and subcontractor providing such insurance.
9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Contract for default.
10. Neither approval by the Grantor of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Contract.

E. Grantor Recognition

The Sub-Recipient shall ensure recognition of the role of Lake County in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-Recipient

will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments or Modifications

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Contract. No modification or amendment to this Sub-Recipient Contract will be binding on either party unless in writing, and signed by both parties.

In the event that the Grantor's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantor may, in its discretion, amend this contract to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both Grantor and Sub-Recipient.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantor. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-Recipient under this contract shall at the option of the Grantor, become the property of the Grantor, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantor may also suspend or terminate this contract, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this contract, or with any of the rules, regulations or provisions referred to herein; and the Grantor may declare the Sub-Recipient ineligible for any further participation in the Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantor may withhold up to fifteen (15) percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantor, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, “Cost Principles.” These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Contract. Such records include but are not be limited to:
 - a) Records providing a full description of each activity undertaken;
 - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c) Records required to determine the eligibility of activities;
 - d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
 - g) Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.
3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for

determining eligibility, and description of services provided. Such information shall be made available to Grantor, Grantor's monitors or their designees for review upon request.

4. Disclosure: The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws were applicable.

5. Property Records: The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs: The Sub-Recipient's obligation to the Grantor shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.

7. Audit & Inspections: All Sub-Recipient records with respect to any matters covered by this contract shall be made available to the Grantor, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within thirty (30) days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute aviolation of this contract and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income: The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantor.

2. Indirect costs: If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantor for approval, in a form

specified by the Grantor. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure: The Grantor will pay to the AGENCY funds available under this contract based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantor policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this contract for costs incurred by the Grantor on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.

4. Progress Report: The Sub-Recipient shall submit Quarterly Progress Reports to the Grantor or as otherwise specified by the Grantor, on forms specified by the Grantor, if any.

D. Procurement

1. Compliance: The Sub-Recipient must establish written procurement procedures, shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this contract.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

- a) Sub-Recipients must avoid purchasing unnecessary items.
- b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
- c) Solicitations for goods and services provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are

- included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
 - i. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable;
 - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises;
 - iii. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises;
 - iv. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually; and
 - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.
- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
- f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.
- g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

- implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.
- h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
- i. A Sub-Recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
 - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
 - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
- i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel: The Sub-Recipient shall obtain written approval from the Grantor for any travel outside the State of Florida with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract must be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantor any CDBG funds on hand and any

accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation or termination.

2. Real property under the Sub-Recipient's control that was acquired or improved, in whole or in part, with funds under this Sub-Recipient Contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 15 years after the expiration of this contract. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantor. The Sub-Recipient may retain real property acquired or improved under this contract after the expiration of the fifteen-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this contract is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this contract were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this contract shall be (a) transferred to the Grantor for the CDBG program or (b) retained after compensating the Grantor (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantor and the United States are beneficiaries of and entitled to enforce such covenants (see Section J). The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing: The Sub-Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that Grantors administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantor's actions to comply with the Grantor's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantor (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens: Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a) An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b) An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;
- c) An alien who has qualified as a refugee or asylee;
- d) An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- e) An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or

- f) An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. **Approved Plan:** The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantor's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. **WBE/MBE:** The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least 51% owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records:** The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantor, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications:** The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **EEO/AA Statement:** The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.
6. **Subcontract Provisions:** The Sub-Recipient will include the provisions of Paragraph X(A), Civil Rights, and X(B), Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. **Prohibited Activity:** The Sub-Recipient is prohibited from using funds provided

herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards:

a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub-Recipient shall maintain documents which shall be made available to the Grantor for review upon request.

b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantor pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.

3. “Section 3” Clause:

a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment

and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low and very low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the Project is located, and to low and very low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- d) Compliance with Grantor’s Section 3 Plan (Public Facility projects over \$200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

D. Conduct

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantor thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor.

2. Subcontracts:

a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantor prior to the execution of such contract.

b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.

3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Sub-Recipient further covenants that in the performance of the Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG and/or CDBG programs.

5. Lobbying: The Sub-Recipient hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on

behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction.
- c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
- e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement: If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub-Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding

agency.

7. Religious Organization: The Sub-Recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

IX. ENVIRONMENTAL CONDITIONS

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantor's environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantor's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

X. GENERAL PROVISIONS

A. Severability.

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

B. Public Records.

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this contract.
2. Upon request from the Grantor's custodian of public records, provide the Grantor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract and following completion of this contract if the Sub-Recipient does not transfer the records to the Grantor.
4. Upon completion of this contract, transfer, at no cost, to the Grantor all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantor to perform the Project. If Sub-Recipient transfers all public records to the Grantor upon completion of this contract, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this contract, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public records, in a format that is compatible with the information technology systems of the Grantor.
5. Failure to comply with this subsection will be deemed a breach of this Contract and enforceable as set forth in Section 119.0701, Florida Statutes. IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB-RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES DEPARTMENT, 352-742-6540, P.O. BOX

7800, TAVARES, FL 32778- 7800, OR VIA EMAIL AT
CDBG@LAKECOUNTYFL.GOV.

C. Termination.

1. Termination for Cause: This contract may be terminated by the Grantor due to Sub-Recipient's breach of a material term of this contract, but only after the Grantor has provided Sub-Recipient with forty-five (45) calendar days' written notice for Sub-Recipient to cure the breach and Sub-Recipient's failure to cure the breach within that 45 day time period. If the Grantor terminates this contract for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this contract by the Grantor.

2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this contract in whole or in part, this Contract may be terminated by the Grantor.

D. Force Majeure.

The parties will exercise every reasonable effort to meet their respective obligations under this Contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties.

Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. E-Verify.

Sub-Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this contract.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Contract an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

F. Venue.

This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Contract.

G. Captions.

The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

H. Binding Effect.

This Contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

I. No Waiver.

The failure of any party at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

J. Restricted Covenants and Mortgage/Note.

The Property Owner execute and record a Declaration of Covenants and Restrictions and a Mortgage/Note to be recorded in public records of Lake County at Sub-Recipient's expense restricting the use of the real property described in **Exhibit A**, as outlined in this agreement for a period of fifteen (15) years in a substantially similar form as set forth in **Exhibit F**. The Declaration of Covenants and Restriction and the Mortgage/Note shall be fully executed and recorded within ten (10) days of the date this Agreement is fully executed.

XI. CONTRACT

This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. The following Exhibits are attached:

Exhibit A: Legal Description

Exhibit B: Sub-Recipient Scope of Work

Exhibit C: Project Milestone Chart

Exhibit D: Budget

Exhibit E: Reimbursement Request

Exhibit F: Declaration of Covenants and Restriction and Mortgage/Note

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this agreement on the dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Sean M. Parks, Chairman

This _____ day of _____, 2022.

Approved as to form and legality:

Melanie Marsh
County Attorney

AGENCY:

CITY OF LEESBURG

ATTEST:

City Clerk

Mike Pederson, Mayor

This _____ day of _____, 2022.

Approved as to Form and Legality:

City Attorney

PROPERTY OWNER:

Community Development Corporation
of Leesburg, Inc.

Witnesses:

Signature

Print Name

Signature

Print Name

BY: _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2022, by _____ and _____, who are personally known to me or have produced _____ as identification.

(SEAL)

Notary Public (Signature)
Print Name:

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

Page 1 of 3

DESCRIPTION:

THE WEST 42 FEET OF THE EAST 105 FEET OF THE NORTH 64 FEET OF LOT 1, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF THE NORTH 190 FEET OF LOT 4, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

LOT 3, BLOCK 56, OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS THE NORTH 43.5 FEET OF THE WEST 35.5 FEET THEREOF.

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

Page 3 of 3

SURVEY REPORT			
THIS SURVEY MAP AND REPORT, OR COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. NO ONE OTHER THAN THE PARTY OR PARTIES NAMED HEREON SHALL RELY ON THIS SURVEY.			
LEGEND: <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> B.F. BOARD FENCE C.L.F. CHAIN LINK FENCE C/L CENTER LINE CONC. CONCRETE D. CENTRAL ANGLE (DELTA) F.C. FENCE CORNER M.E.A. MARION ENGINEERING & ASSOC. M.E.C. MOORHEAD ENGINEERING CO. P.C. POINT OF CURVATURE P.C.P. PERMANENT CONTROL POINT P.O.B. POINT-OF-BEGINNING P.O.C. POINT-OF-COMMENCEMENT O.R. OFFICIAL RECORDS (BOOK/PAGE) N.D. NAIL & DISK I.P. IRON PIPE P.I.D. PARCEL IDENTIFICATION C.M. CONCRETE MONUMENT I.R. IRON ROD N.P. NOT PERMANENT GA GUY ANCHOR LP LIGHT POLE PP POWER POLE V.F. VINYL/PVC FENCE W.F. WIRE FENCE OHPL OVERHEAD POWER LINE </td> <td style="vertical-align: top; width: 50%;"> P.R.M. PERMANENT REFERENCE MONUMENT R. RADIUS CH. CHORD DISTANCE CHB. CHORD BEARING CBL. CABLE PEDESTAL R/W RIGHT-OF-WAY R/R RAILROAD SP SERVICE POLE TB TELEPHONE BOX WM WATER METER BOX XFMR UTILITY TRANSFORMER BOX (D) DEED OR DESCRIPTION (F) FIELD MEASURED (P) PLAT (R) RADIAL LINE (C) CALCULATED (E) EASEMENT DESCRIPTION 4"x4" CONCRETE MONUMENT IRON ROD NAIL & DISK BREAK IN LINE FIRE HYDRANT </td> </tr> </table>		B.F. BOARD FENCE C.L.F. CHAIN LINK FENCE C/L CENTER LINE CONC. CONCRETE D. CENTRAL ANGLE (DELTA) F.C. FENCE CORNER M.E.A. MARION ENGINEERING & ASSOC. M.E.C. MOORHEAD ENGINEERING CO. P.C. POINT OF CURVATURE P.C.P. PERMANENT CONTROL POINT P.O.B. POINT-OF-BEGINNING P.O.C. POINT-OF-COMMENCEMENT O.R. OFFICIAL RECORDS (BOOK/PAGE) N.D. NAIL & DISK I.P. IRON PIPE P.I.D. PARCEL IDENTIFICATION C.M. CONCRETE MONUMENT I.R. IRON ROD N.P. NOT PERMANENT GA GUY ANCHOR LP LIGHT POLE PP POWER POLE V.F. VINYL/PVC FENCE W.F. WIRE FENCE OHPL OVERHEAD POWER LINE	P.R.M. PERMANENT REFERENCE MONUMENT R. RADIUS CH. CHORD DISTANCE CHB. CHORD BEARING CBL. CABLE PEDESTAL R/W RIGHT-OF-WAY R/R RAILROAD SP SERVICE POLE TB TELEPHONE BOX WM WATER METER BOX XFMR UTILITY TRANSFORMER BOX (D) DEED OR DESCRIPTION (F) FIELD MEASURED (P) PLAT (R) RADIAL LINE (C) CALCULATED (E) EASEMENT DESCRIPTION 4"x4" CONCRETE MONUMENT IRON ROD NAIL & DISK BREAK IN LINE FIRE HYDRANT
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NOTES: 1. THIS SURVEY IS BASED ON THE PROPERTY DESCRIPTION PROVIDED BY THE OWNER/OWNER REPRESENTATIVE. 2. ASSUMED NORTH IS BASED ON THE BEARING FOR THE LINE SHOWN WITH AN ASTERISK, ie. * 3. UNDERGROUND ENCROACHMENTS WERE NOT LOCATED UNLESS OTHERWISE SHOWN. 4. THE LOCATIONS OF ANY EASEMENTS, OR RIGHTS-OF-WAY OF RECORD, OTHER THAN THOSE SHOWN ON RECORDED PLATS ARE NOT SHOWN. 5. ALL STREETS OR STREET RIGHTS-OF-WAY SHOWN ARE PHYSICALLY OPEN UNLESS OTHERWISE SHOWN. 6. UNDERGROUND IMPROVEMENTS LOCATIONS ARE APPROXIMATE ONLY. 7. ALL DISTANCES ARE EITHER DEED OR PLAT UNLESS OTHERWISE SHOWN. 8. THE LOCATIONS OF SOME IMPROVEMENTS, SUCH AS FENCES, ARE NOT TO SCALE FOR VISUAL CLARITY.			
FORM #190412			
ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR SURVEY REPORT IS PROHIBITED. THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.			
 ANDREW W. CARBAUGH, LICENSE NUMBER 6787 BOARD CERTIFIED SURVEYOR AND MAPPER STATE OF FLORIDA			
NOTE: SEE REVERSE SIDE FOR SURVEY DRAWING.			
C & A SURVEY, INC. CERTIFICATE OF AUTHORIZATION LB #7872 3106 E. FORT KING STREET, OCALA, FLORIDA 34470 VOICE: 352.694.6566 www.CandASurvey.com	SCALE: _____ F.B.: _____ PG.: _____ FILE: _____		

EXHIBIT B: SCOPE OF WORK

The City of Leesburg in partnership with the Leesburg Community Development Corporation (CDC) will design and construct a parking lot to increase job opportunities for the low-income residents in the area. The targeted area (Pine Street Business District) was once a thriving African American Business District employing residents in the area during the 1940s, 50s, 60s, and early 1970s. However, the Business District has suffered tremendously from high unemployment rates, poverty, and the lack of job opportunities. The proposed sixty-nine (69) space parking lot will allow motorists to take advantage of the entertainment opportunities, therefore increasing a need for local business to create more jobs to handle the increase in demand. This project will focus on creating jobs for the low income residents in the area.

The CDC has secured funding to support the required expenditure to hire an engineer firm to prepare bid specification. The CDC has \$20,000 available for Engineering Services.

EXHIBIT C: PROJECT MILESTONE CHART

<u>Milestone</u>	<u>Anticipated Dates</u>
Project Engineering and Design– ready to bid	On or before October 15, 2022
Project award	On or before September 1, 2022
Construction start	On or before November 15, 2022
Construction completion	On or before June 30, 2023

EXHIBIT D: BUDGET

LINE ITEM BUDGET FORM – CONSTRUCTION/ACQUISITION PROJECTS			
Name of Applicant: City of Leesburg		Project Name: Pine Street Improvement Project	
Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the Budget Narrative Attachment provide a description of other funds and volunteer and donated services/resources to be used in the project.			
A	B	C	
Budget Item	Calculation	CDBG Request	
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM			
Onsite Expenses & Fees	Contractor Estimate: \$542,929.72	\$40,000	
Site Requirements	Contractor Estimate: \$45,309.41	\$45,309.41	
Site Work	Contractor Estimate: \$946,128.95	\$130,000	
Landscaping & Beautification	Contractor Estimate: 217,992.38	\$10,000	
Irrigation	Contractor Estimate \$75,000	\$10,000	
Lighting	Contractor Estimate: \$50,000	\$9,690.59	
BUDGET TOTAL	\$245,000 \$1,877,360.46	\$245,000	

EXHIBIT E: REIMBURSEMENT REQUEST FOR CDBG FUNDS

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: City of Leesburg Pine Street Improvements

SUBRECIPIENT: **City of Leesburg (AGENCY)**

PAYROLL (Must have authorized timesheets and payroll information): \$_____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$_____

EQUIPMENT (Office, etc., along with procurement information): \$_____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$_____

REIMBURSEMENT REQUEST TOTAL TO THE CITY OF LEESBURG: \$_____

Authorized Signature

Date

=====

For CDBG Use Only

ACCOUNT NUMBER:

SUBJECT TO PROGRAM INCOME

YES_____ NO_____

SIGNATURE / DATE

REVIEWED BY CDBG PROGRAM SPVR.

SIGNATURE / DATE

APPROVED H & CS DIRECTOR

NOTES: _____

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE Page 1 of 17

Prepared by and return to:
Melanie Marsh, County Attorney (mw)
Lake County Attorney's Office
P. O. Box 7800
Tavares, Florida 32778

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _____, 2022, and is made by the **Community Development Corporation of Leesburg, Inc.**, a Florida not for profit corporation (the "Owner" or "Sub-Recipient"), whose address is 314 South Canal Street, Leesburg, Florida 34748, in favor of **Lake County**, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 W. Main Street, Tavares, Florida 32778.

RECITALS:

I. Owner owns real property generally located 307, 317, 323 and 327 Pine Street, Leesburg, Florida 34748, described in Exhibit A, attached hereto and made a part hereof (the "Property").

II. County entered into a Community Development Block Grant (CDBG) Program Sub-Recipient Agreement with the City of Leesburg (the "Agency") and Owner jointly as the "Sub-Recipients") to assist in improvements to design and construction of a sixty-nine (69) space parking lot along Pine Street a/k/a as the City of Leesburg Pine Street Improvements on the Property pursuant to that certain Sub-Recipient Agreement (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Sub-Recipients, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises and the sum of ten dollars and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
 - a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until fifteen (15) years after closeout of an entitlement Owner's participation in the entitlement CDBG program or, with respect to other Owners, until fifteen (15) years after the close out of the grant from which the assistance to the Property was provided.
 - b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change,

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

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DECLARATION OF COVENANTS AND RESTRICTIONS

and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.

c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any CDBG-related mortgage or the lien thereof upon the Property, and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property for a period not less than fifteen (15) years from the date of this executed agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

[Signature Page to Follow]

**EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION
AND MORTGAGE/NOTE
Page 3 of 17**

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

OWNER:

**Community Development Corporation
of Leesburg, Inc.**

Witnesses:

Signature

Print Name

Signature

Print Name

BY:- _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2022, by _____ on behalf of Community Development Corporation of Leesburg, Inc. a Florida non-profit corporation, as its _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public (Signature)
Print Name:

**EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION
AND MORTGAGE/NOTE
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DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT A

DESCRIPTION:

THE WEST 42 FEET OF THE EAST 105 FEET OF THE NORTH 64 FEET OF LOT 1, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
AND
LOT 2, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
AND
THE EAST 1/2 OF THE NORTH 190 FEET OF LOT 4, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
AND
LOT 3, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE NORTH 43.5 FEET OF THE WEST 35.5 FEET THEREOF.

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

Page 5 of 17

Prepared by and return to:
Melanie Marsh, County Attorney (mw)
Lake County Attorney's Office
P. O. Box 7800
Tavares, Florida 32778

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$245,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MORTGAGE

THIS MORTGAGE, hereinafter referred to as the "Mortgage" is made on or as of the _____ day of _____, 2022 ("Closing Date"), by and between **Community Development Corporation of Leesburg, Inc.**, a Florida non-profit corporation, hereinafter, and if more than one party jointly and severally, referred to as "Borrower," whose principal address is 314 South Canal Street, Leesburg, Florida 34748 and **Lake County, Florida**, a political subdivision of the State of Florida, whose principal address is P.O. Box 7800, Tavares, Florida 32778, hereinafter referred to as "Lender" or "County."

WITNESSETH:

THAT to secure the payment of an indebtedness in the principal amount of **Two Hundred Forty-Five Thousand and NO/100 Dollars (\$245,000.00)**, hereinafter referred to as the "Loan", which shall be payable in accordance with that certain Note, bearing even date herewith, inclusive of the signature of the Borrower, which is affixed hereto and made a part hereof, hereinafter referred to as the "Note", and all other indebtedness which Borrower is obligated to pay to Lender pursuant to the provisions of the Note and this Mortgage, Borrower hereby grants, conveys and mortgages to Lender all of its right, title and interest in:

ALL THAT certain lot, piece or parcel of land situated in Lake County and State of Florida, bounded and described in **Exhibit A**

TOGETHER with all of Borrower's right, title and interest in the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property"; and

TOGETHER with any and all of Borrower's right, title and interest in awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to Lender and are deemed a part of the property mortgaged hereby; and Lender is hereby authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

TOGETHER with all rights, title, and interest of Borrower in and to the land lying in the streets, roads, or alleys adjoining to the above-described land. All the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively referred to as the "Mortgaged Property."

**EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION
AND MORTGAGE/NOTE
Page 6 of 17**

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto Lender, its successors and assigns forever for the purposes and uses herein set forth.

AND Borrower further covenants and agrees with Lender, as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay the principal of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and, in this Mortgage, at the times and in the manner provided in the Note and in the Mortgage. The interest rate on the loan shall be zero percent (0%) interest.

Payment of principal shall be due in full on _____ (Fifteen years after "Closing Date") (hereinafter referred to as the "Loan Term") or prior to the expiration of the Loan Term if the Property is sold prior to the expiration of the Loan Term without the Lender's prior written consent or if the Property does not comply with the terms noted in the Agreement, or that certain Declaration of Covenants and Restrictions executed by Borrower and Lender, hereinafter referred to as the "LURA, will be recorded in Official Record of Lake County after applicable notice and opportunity to cure, but in no event earlier than the maturity date of the Prior Mortgage. The Loan will be forgiven in the sole and absolute discretion of the County if the affordability requirements under the County are met.

The LURA is hereby incorporated into this Mortgage by reference and its terms adopted as if fully set forth herein.

2. FUNDS FOR TAXES, ASSESSMENTS AND LIENS. Borrower shall pay before the same become delinquent, as hereinafter provided, all taxes, assessments, and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. COMPLETION OF IMPROVEMENTS. This Mortgage and the attached Note were executed and delivered to secure moneys advanced in full to Borrower by Lender as or on account of a loan evidenced by the Note for the purpose of the design and construction of a sixty-nine (69) space parking lot along Pine Street, in Leesburg a/k/a the City of Leesburg Pine Street Improvements, hereinafter collectively referred to as the "Improvements." Borrower shall make or cause to be made all of the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for a period of thirty (30) consecutive days for any reason other than strikes, lock-outs, acts of God, fires, floods or other similar catastrophes, such as riots, war or insurrection, or other events beyond the control of Borrower, Lender, after due notice to Borrower, is hereby authorized (A) to enter upon the Mortgaged Property and employ any watchman, protect the Improvements from depredation or injury and to preserve and protect such property, (B) to carry out any or all the existing contracts between Borrower and other parties for the purpose of making any of the improvements, (C) to make and enter into additional contracts and incur obligations for the purposes of completing any portion of the Improvements pursuant to the obligations of Borrower hereunder either in the name of Lender or Borrower, and (D) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by Lender as provided in this Paragraph, all of which amounts so paid by Lender, with interest thereon from the date of each such payment at the rate of 12% per annum, shall be payable by Borrower to Lender on demand and shall be secured by this Mortgage.

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

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4. BUILDING REMOVAL, ADDITIONS AND COMPLIANCE WITH REQUIREMENTS. No building, structure, improvement, fixture, or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Lender except for obsolete or worn property replaced by adequate substitutes equal or greater in value than the replaced items when new and inventory and goods in the ordinary course of business. Borrower will not make, permit, or suffer any alteration of or addition to any building, structure or improvement which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the Improvements required to be made pursuant to Paragraph 3 hereof, nor will Borrower use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of Lender. Borrower will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part thereof and will promptly comply with all the requirements of Federal, State and local governments or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. CHARGES AND LIENS. Borrower will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens to which this Mortgage is expressly subject (as set forth in the next sentence), and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the Improvements.

6. NOTICE OF FIRE OR CASUALTY. Borrower will give immediate notice by registered or certified mail to Lender of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

7. COVERAGE OF INSURANCE POLICIES.

A. Borrower will keep all buildings, other structures and improvements insured against loss by fire, flood (when applicable) and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be reasonably required by Lender. Lender's insurance requirements may change from time to time throughout the term of the indebtedness. All such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. Flood insurance IS NOT required for the subject property during the term of the mortgage loan. When required, flood insurance shall be in an amount at least equal to the outstanding principal balance of all mortgage(s), or the maximum amount of insurance available with respect to the project under the National Flood Insurance Act, whichever is lesser. All such insurance shall be carried by companies reasonably approved by Lender, and all policies shall be in such form and shall have attached thereto loss payable clauses in favor of Lender and any other parties as shall be reasonably satisfactory to Lender. All such policies and attachments thereto shall be delivered promptly to Lender, unless they are required to be delivered to the holder of a lien or a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactory to Lender, shall be delivered promptly to Lender. Borrower will pay promptly when due, as hereinafter provided, any and all premiums on such insurance. The Lender shall be listed as an additional insured on all such insurance policies.

B. In the event of loss or damage to the Mortgaged Property, Borrower will give to Lender immediate notice thereof by mail, at the address herein above stated and Lender may make and file proof of loss if not made otherwise promptly by or on behalf of Borrower. Unless Borrower and

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

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Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, for more than thirty (30) days unless due to events described in Paragraph 3, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

C. At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, and will be maintained in full force and effect. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to the Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of the Borrower's breach of any condition, or if for any reason whatsoever the insurance will be unsatisfactory to the Lender, the Borrower will place new insurance on the premises, satisfactory to the Lender. Borrower's compliance with the insurance requirements of the Prior Mortgage shall be deemed compliance with the terms of this Section 7.

8. TAXES. In order to protect more fully the security of this Mortgage, Borrower shall promptly submit to Lender upon request, or Lender's designated agent, the Lake County Tax Invoice for the Mortgaged Property. Such invoice shall show either that no taxes are due or be accompanied by a receipt showing taxes have been paid in full.

9. LOCAL ORDINANCES. The Improvements and all plans and specifications shall comply with all applicable local ordinances, regulations and rules made or promulgated with lawful authority, including without limitation the Lake County Code, the Lake County Land Development Regulations, or city codes or ordinances, whichever are applicable.

10. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or the Agreement, excluding any lien to which this Mortgage is expressly subject, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such time would be contrary to applicable law, in which event such amounts shall bear interest at

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

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the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder.

11. LENDER INSPECTIONS. Lender, or any of its Agents or Representatives, shall have the right to inspect the Mortgaged Property upon reasonable notice, which shall not be less than three (3) business days. Should the Mortgaged Property, or any part thereof, require repair, care or attention, then, after written notice as provided herein (Paragraph 16) to Borrower, and Borrower's failure to so perform, Lender may enter or cause entry to be made upon the Mortgaged Property and repair, protect and maintain the property as Lender may deem necessary. Any and all money that Lender must pay to accomplish the proper maintenance on the mortgaged property shall become due and payable under the provision of Paragraph 10.

12. EVENT OF DEFAULT. An Event of Default will be the occurrence of any one of the following events and expiration of the applicable cure period set forth in Paragraph 13 below, and upon that occurrence Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

A. Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;

B. Nonperformance by Borrower of any covenant, agreement, term, or condition of this Mortgage, the Note, the Agreement, the Land Use Restrictive Agreement (LURA), or of any other agreement made by Borrower with Lender in connection with such indebtedness, after Borrower has been given due notice in accordance with Paragraph 13 below by Lender to cure such nonperformance and ten (10) days to cure;

C. Failure of Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage which continues beyond any applicable grace or cure period and for which a default has been declared;

D. Lender's discovery of Borrower's failure in any application of Borrower to Lender to disclose any fact deemed by Lender to be material, or the making herein, or in any of the agreements entered into by Borrower with Lender (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of Borrower;

E. Failure by the Borrower to submit promptly to the Lender or Lender's designated agent proof of payment of all insurance and taxes, as required herein; or

F. IF BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED OR SOLD BY BORROWER, EXCEPT IN THE ORDINARY COURSE OF BUSINESS AS AN AFFORDABLE HOUSING RENTAL DEVELOPMENT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF A GENERAL PARTNER OR ADMINISTRATIVE LIMITED PARTNER INTEREST IN BORROWER IS TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING INTERESTS IN BORROWER (DIRECTLY OR INDIRECTLY), AS OF THE DATE HEREOF, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED IN A MANNER INCONSISTENT WITH THE TERMS OF THIS MORTGAGE OR THE

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**EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION
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PROMISSORY NOTE OR APPLICABLE SURVIVING TERMS OF THAT CERTAIN LAKE COUNTY SHIP FUNDING AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, THEN IN ANY OF THE FOREGOING EVENTS, LENDER MAY AT LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.

Notwithstanding anything to the contrary contained herein, in no event shall an Event of Default exist based on Borrower's performance under Section VII of **Exhibit A** of the Agreement related to Borrower's assistance in disaster response and recovery efforts.

Notwithstanding the above, the Borrower's investor limited partner may freely transfer its interest in the Borrower and interests in the investor limited partner and may remove and replace the Borrower's general partner and administrative limited partner as permitted in the Borrower's limited partnership agreement as amended from time to time.

13. OPTION OF MORTGAGEE UPON EVENT OF DEFAULT. Upon the occurrence of An Event of Default, Lender, prior to acceleration, shall mail notice to Borrower as is provided in Paragraph 16 hereof, specifying:

A. The breach;

B. The action required to cure such breach;

C. A date not less than ten (10) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a monetary default, and a date not less than thirty (30) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a non-monetary default; and

D. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the property. The notice shall further inform Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstract, title reports and court costs.

Notwithstanding anything herein to the contrary, Borrower's investor member shall have the right, but not the obligation, to cure a default hereunder within the same cure period as the Borrower.

14. APPOINTMENT OF RECEIVER. Lender in any action to foreclose this Mortgage may be entitled to have a receiver appointed by a Court of Law as a matter of right and without regard to the value of the Mortgaged Property or the solvency of Borrower or other parties liable for the payment of the Note and other indebtedness secured by this Mortgage. Said receiver shall enter upon, take possession of and manage the Property, and will collect rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payments of the costs of management of the Property and collection of rents, including, but not limited to, receiver's

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

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fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

15. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a Waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of indebtedness secured by this Mortgage.

16. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address below, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LENDER: Lake County
Attn: Director, Office of Housing & Community Services
PO Box 7800
Tavares, FL 32778

WITH A COPY TO: County Attorney
PO Box 7800
Tavares, FL 32778

BORROWER: Community Development Corporation of Leesburg, Inc.
314 S. Canal Street
Leesburg, Florida 34748

17. ONE PARCEL. In case of a foreclosure sale of the Mortgaged Property, it may be sold as one parcel.

18. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

19. LAWFULLY SEIZED. Borrower is lawfully seized of the Mortgaged Property and has good right, full power, and lawful authority to sell and convey the same in the manner above provided and will warrant and defend the same to Lender forever against the lawful claims and demands of any and all parties whatsoever.

20. BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

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21. CAPTIONS. The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

22. SUCCESSORS AND ASSIGNS. This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of Borrower, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of Lender and its assigns. The word "Lender" shall include any person, corporation, or other party who may from time to time be the holder of this Mortgage. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

23. VENUE. Each party covenants and agrees that any and all legal actions arising out of or connected with this Mortgage shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Mortgage is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

24. SURVIVABILITY AND SEVERABILITY

A. Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.

B. In the event any section, sentence, clause, or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect.

25. RELEASE. Upon payment of all sums secured by this Mortgage and the Note, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs.

26. NONRECOURSE. The Borrower, its partners and successors and assigns shall only be liable upon the indebtedness evidenced by the Agreement, and sums or amounts to accrue or to become payable thereunder or under this Mortgage or either of them, to the extent of the nonrecourse security granted under the Agreement, Mortgage or other indenture. If a default occurs, any judicial proceedings or enforcement of the remedies under the Agreement and this Mortgage against the Borrower, its partners and successors and assigns shall be limited to the preservation, enforcement and foreclosure of the liens, estates, assignments, titles, rights and security interests now or at any time hereafter acquired in such security and no judgment, attachment, execution or other writ of process shall be sought, issued or levied upon the assets, property or funds of the Borrower, its partners or successors and assigns other than the properties, rights, estates and interests of the Borrower as are identified as security in this Mortgage. In the event of a foreclosure or other disposition as provided for in the Lake County SHIP Funding Agreement, Mortgage or other indenture of such liens, estates, assignments, titles, rights and

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security interests, whether by judicial proceedings or the exercise of the power of sale, no judgment for the deficiency of such indebtedness, sums and amounts shall be sought or obtained against the Borrower, its successors, and assigns.

Notwithstanding the foregoing provisions of this Paragraph, nothing herein contained shall limit or restrict the ability of the Lender to seek or obtain a judgment against the Borrower or its successors and assigns for:

A. Indemnification under Article XXII of the Agreement and under equivalent provisions of the other loan documents; provided, however the foregoing is not intended to make the Borrower or its successors and assigns personally liable for the payment of principal and interest due under the loan;

B. Liability for intentional waste, destruction or damage to the Property or any part thereof;

C. All obligations under the Agreement; provided, however the foregoing is not intended to make the Borrower or its successors and assigns personally liable for the payment of principal and interest due under the loan;

D. Application of proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Property to the full extent that such proceeds are payable or should be payable to the Lender under the terms of this Mortgage, subject to any subordination agreement by the Lender;

E. Application of proceeds or awards resulting from the condemnation or other taking in lieu of condemnation, relating to any portion of the Property other than to the reasonable costs of the restoration of the Property or to the obligations of the Borrower under the loan documents, subject to any subordination agreement by the Lender;

F. Failure by the Borrower to cause to be maintained upon the Property the insurance coverage required under this Mortgage;

G. Any liability, damage, cost or expense incurred by the Lender as a result of any fraud, misrepresentation or bad faith by the Borrower.

27. MERGER AND MODIFICATIONS. This Mortgage will not be modified or amended except by agreement in writing signed by both parties. This Mortgage embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

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IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the
Borrower on or as of the day and year first above written.

Borrower:

**Community Development Corporation
of Leesburg, Inc.**

Witnesses:

Signature

Print Name

Signature

Print Name

BY: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __
online notarization, this _____ day of _____, 2022, by
_____ on behalf of Community Development Corporation of Leesburg,
Inc. a Florida non-profit corporation, as its _____, who is
personally known to me or _____ has
produced _____ as identification.

(SEAL)

Notary Public (Signature)

Print Name:

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EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

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Exhibit A Legal Description

DESCRIPTION:

THE WEST 42 FEET OF THE EAST 105 FEET OF THE NORTH 64 FEET OF LOT 1, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
AND
LOT 2, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
AND
THE EAST 1/2 OF THE NORTH 190 FEET OF LOT 4, BLOCK 56 OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
AND
LOT 3, BLOCK 56, OF CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE NORTH 43.5 FEET OF THE WEST 35.5 FEET THEREOF.

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EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTION AND MORTGAGE/NOTE

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PROMISSORY NOTE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Amount: \$245,000.00

FOR VALUE RECEIVED, the undersigned, hereinafter referred to as "Borrower," promises to pay to the order of Lake County, a political subdivision of the State of Florida, hereinafter referred to as "Lender", or its successors, the sum **TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS and NO/100 (\$245,000.00)**.

LOAN PAYMENT: Borrower shall promptly pay the principal of the indebtedness evidenced by this Note, and all other charges and indebtedness provided herein and in that certain Mortgage to be entered into on date even herewith and recorded in the Public Records of Lake County, Florida (the "Mortgage"), at the times and in the manner provided in this Note and in the Mortgage. The interest rate on the loan shall be **zero percent (0%) interest**.

Payment of any principal shall be due in full on _____ (Fifteen (15) years after the "Closing Date", hereinafter referred to as the "Loan Term") or as otherwise set forth in the Mortgage. This Note may be forgiven in the sole and absolute discretion of the County if the affordability requirements under the County are met.

DEFAULT & ACCELERATION: Lender shall have the optional right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, after notice has been given in accordance with the terms and conditions in the Mortgage securing this Note, upon the occurrence of any event or failure to perform in accordance with any of the terms and conditions in the Mortgage, this Note, or the Agreement.

ESTOPPEL/WAIVER: Failure of Lender to declare a default shall not constitute a waiver of such default. Upon default, this Note will accrue interest at the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

PREPAYMENT: Borrower reserves the right to prepay at any time all or part of the principal amount of this Note without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the principal amount of this Note and second to the payment of interest.

COLLECTION COSTS: If suit is instituted by Lender to recover this Note, Borrower agree(s) to pay all reasonable out of pocket costs of such collection including reasonable attorney's fees and court costs.

PARTIES: The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

CONSTRUCTION AND VENUE: Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved,

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and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

NONRECOURSE: The nonrecourse terms of the Mortgage are incorporated herein by reference and shall survive regardless of whether the mortgage is satisfied or amended.

THIS NOTE ARISES OUT OF OR IS GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH AN AGREEMENT FOR DISBURSEMENT OF CDBG FUNDS AND IS EXEMPT FROM INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES.

IN WITNESS WHEREOF, this Note has been duly executed by Borrower as of the day and year first written above.

Community Development Corporation
of Leesburg, Inc.

Witnesses:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2022, by _____ on behalf of Community Development Corporation of Leesburg, Inc. a Florida non-profit corporation, as its _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public (Signature)
Print Name:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: September 12, 2022

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a subrecipient agreement between Lake County, the City of Leesburg (Agency), and the Community Redevelopment Agency for the Carver Heights / Montclair Area (Property Owner), for use of Community Development Block Grant (CDBG) Coronavirus funds for the repurposing of an existing building for a food pantry; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Subrecipient Agreement between Lake County, the City of Leesburg (Agency), and the Community Redevelopment Agency for the Carver Heights/Montclair Area (Property Owner), for use of Community Development Block Grant CV Program funding for the repurposing of an existing building for a food pantry.

Analysis:

The Agreement will provide funding in the amount of \$245,100 from FY2020 CDBG-CV funds. The funds will be used to repurpose an existing building located at 701 McCormack Street for a food pantry that will serve the surrounding population that has been negatively impacted by COVID-19. This activity will meet the program objective to prevent, prepare for and respond to COVID-19, and will benefit low and moderate-income persons.

Procurement Analysis:

N/A

Options:

1. Approval of the Subrecipient Agreement; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The additional funding in the amount of \$245,100 will require a budget adjustment to add these funds to the current budget.

Account No. 017-0000-331-4000

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY, THE CITY OF LEESBURG (AGENCY), AND THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CARVER HEIGHTS / MONTCLAIR AREA (PROPERTY OWNER), FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CORONAVIRUS FUNDS FOR THE REPURPOSING OF AN EXISTING BUILDING FOR A FOOD PANTRY; 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 Lake County Government whose address is 315 West Main Street, Suite 308, Post Office Box 7800, Tavares, FL, 32778-7800 for use of Community Development Block Grant Coronavirus funds in the amount of \$245,100 for repurposing an existing building for a food pantry.

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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

LAKE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT-CV PROGRAM
SUB-RECIPIENT CONTRACT

This contract is between **Lake County**, a political subdivision of the State of Florida (hereinafter called the “Grantor” or “County”) and the parties listed below (hereinafter collectively called the “Sub-Recipient” or “Grantee” or “Sub-Grantee”):

Agency: **City of Leesburg**, a municipal corporation organized under the laws of the State of Florida (hereinafter the “Agency”)

Property Owner: **Community Redevelopment Agency for the Carver Heights/Montclair Area** (hereinafter the “Property Owner”)

Project: **City of Leesburg – Feeding the Need**

WHEREAS, the County is an entitlement jurisdiction for the Community Development Block Grant Program from the U. S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136, was authorized by Congress to respond to growing effects of COVID-19 and, among other things, provided supplemental funding to the CDBG Program (“CDBG-CV”) for activities to prevent, prepare for and respond to COVID-19; and

WHEREAS, said CDBG-CV allows County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the Sub-Recipient has applied for was and awarded a CDBG-CV grant for the purpose of supporting those individuals and families who do not have access to food. Specifically, the funding will be used to repurpose an existing building into a food pantry that will serve the surrounding populations; and

WHEREAS, the Sub-Recipient has agreed to implement the above activity and to be reimbursed for the services in an amount not to exceed **Two Hundred and Forty-Five Thousand One Hundred and 00/100 Dollars (\$245,100)**; and

WHEREAS, the County has initially determined that the proposed activity will meet the program objective to prevent, prepare for and respond to COVID-19, and will benefit low- and moderate-income persons; and

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

I. SCOPE OF SERVICES

Project Name: Feeding the Need - Food Pantry (hereinafter the “Project”).

Legal Description: **Exhibit A**, attached hereto and incorporated herein by reference.

Funding Amount: Not to Exceed \$245,100

A. Description of Activities

The Sub-Recipient will be responsible for administering a CDBG-CV Program for Fiscal Year 2020 in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG-CV Program:

The Project will consist of repurposing an existing building for a food pantry that will serve the surrounding populations.

A copy of the complete scope of work is attached as **Exhibit B**.

B. National Objectives

The Sub-Recipient certifies that the activities carried out with the funds provided under this contract will meet one or more of the following CDBG National Objectives:

1. Benefits Low-moderate income individuals

The Project meets the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2) low/moderate income limited clientele.

II. TIME OF PERFORMANCE

The Project shall start on the date this contract is fully executed (hereinafter the “Effective Date”) and shall be completed twelve (12) months from the Effective Date. In order to monitor the implementation of the Project, all grantees are required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit C**, to the Grantor by the tenth (10th) day of each month. The terms of this contract and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG-CV funds or other assets including program income.

III. BUDGET

The detailed budget is attached as **Exhibit D**.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-Recipient Contract shall not exceed **\$245,100** from 2020 CDBG-CV funds.

Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Exhibit D and in accordance with performance. Expenses for general project delivery shall also be paid against the line-item budgets specified in Exhibit D and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Contract shall be directed to the following:

Grantor/County:

Lake County
Attn: Director, Office of Housing & Community Services
P.O. Box 7800
Tavares, Florida 32778

Sub-Recipient:

City of Leesburg
Attn: City Manager
1041 CR 468
Leesburg, Florida 34748

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to prevent, prepare for and respond to the impacts of the pandemic.
- Within three years of the date of the agreement between the Grantor and HUD, 80% of the CDBG-CV funds must be expended. 100% of the CDBG-CV funds must be expended within six years from date of the grant award.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal programs and the total funding of all sources exceeds the demonstrated and documented need), the Sub-Recipient agrees to repay the CDBG-CV funds.
- A duplication of benefit does not occur when funds are provided from multiple sources for the same general activity; however, CDBG-CV funds should be the last in and the total costs must be documented to demonstrate that the total paid for the activity does not exceed federal contributions from all sources and that specific costs are not paid for by multiple sources in excess of the total need.
- Sub-Recipient is required to develop adequate policies and procedures to prevent duplication of benefit that addresses each activity or program assisted with CDBG-CV funds. The policies and procedures must include: 1) a requirement that any person or entity receiving assistance (including Sub-Recipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and 2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need. The Sub-Recipient must provide the Grantor with its Duplication of Benefits policy within thirty (30) days of execution of this agreement and prior to the expenditure of any funds.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.

- All staff costs covered by this grant, including those retroactive to January 21, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
 - Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community; the need must have arisen within 18 months; and the Sub-Recipient must demonstrate and certify there are no other funds available to address the need. The *Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs* published in the Federal Register August 11, 2020, describes recordkeeping requirements for using the Urgent Need National Objective.

All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this contract. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker’s Compensation Insurance as the Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-Recipient shall hold harmless, defend, and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient’s performance or nonperformance of the services or subject matter called for in this contract.

D. Insurance and Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and undue physical damage; at a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this contract, without cost or expense to the Grantor, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantor, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this contract. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantor's Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the Grantor prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- b) Property insurance with minimum limits to cover the amount of the grant/loan awarded. **Lake County, a political subdivision of the State of Florida and the Board of County Commissioners** shall be named as mortgagee for the property at which the grant/loan is awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.

2. **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, must be named as an additional insured as their interests may appear on all applicable policies.
3. Sub-Recipient must provide thirty (30) days prior written notice to Grantor of any change, cancellation, or nonrenewal of the required insurance.
4. Sub-Recipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
5. Certificates of insurance must evidence a waiver of subrogation in favor of the

Grantor, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.

6. Certificate holder must be:

**LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800 TAVARES, FL 32778-7800**

7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.
8. The Grantor will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Sub-Recipient and subcontractor providing such insurance.
9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Contract for default.
10. Neither approval by the Grantor of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Contract.

E. Grantor Recognition

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments or Modifications

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Contract. No modification or amendment to this Sub-Recipient Contract will be binding on either party unless in writing, and signed by both parties.

In the event that the Grantor's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantor may, in its discretion, amend this contract to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or

schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both Grantor and Sub-Recipient.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantor. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-Recipient under this contract shall at the option of the Grantor, become the property of the Grantor, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantor may also suspend or terminate this contract, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this contract, or with any of the rules, regulations or provisions referred to herein; and the Grantor may declare the Sub-Recipient ineligible for any further participation in the Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantor may withhold up to fifteen (15) percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantor or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities

to be funded under this Contract. Such records include but are not limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this contract for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this contract shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantor, Grantor's monitors or their designees for review upon request.

4. Disclosure: The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws were applicable.

5. Property Records: The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs: The Sub-Recipient's obligation to the Grantor shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of

records.

7. **Audit & Inspections:** All Sub-Recipient records with respect to any matters covered by this contract shall be made available to the Grantor, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. **Program Income:** The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantor.

2. **Indirect costs:** If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantor for approval, in a form specified by the Grantor. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. **Payment Procedure:** The Grantor will pay to the Sub-Recipient funds available under this contract based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantor policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this contract for costs incurred by the Grantor on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.

4. **Progress Report:** The Sub-Recipient shall submit Quarterly Progress Reports to the Grantor or as otherwise specified by the Grantor, on forms specified by the Grantor, if any.

D. Procurement

1. Compliance: The Sub-Recipient must establish written procurement procedures, shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this contract.
2. All procurement must comply with 2 CFR Part 200 Subpart D.
 - a) Sub-Recipients must avoid purchasing unnecessary items.
 - b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
 - c) Solicitations for goods and services provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
 - d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
 - i. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable;
 - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises;
 - iii. Consider in the contract process whether firms competing

- for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises;
 - iv. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually; and
 - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.
- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
- f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.
- g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.
- h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
- i. A Sub-Recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
 - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under

sealed bid procurement.

- v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
 - i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. Travel: The Sub-Recipient shall obtain written approval from the Grantor for any travel outside the State of Florida with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract must be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantor any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation or termination.
2. Real property under the Sub-Recipient's control that was acquired or improved, in whole or in part, with funds under this Sub-Recipient Contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 15 years after the expiration of this contract. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantor. The Sub-Recipient may retain real property acquired or improved under this contract after the expiration of the fifteen (15) year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this contract is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this contract were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this contract shall be (a) transferred to the Grantor for the CDBG program or (b) retained after

compensating the Grantor (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantor and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing: The Sub--Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that Grantors administer all programs and activities related to housing and community development in a

manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantor's actions to comply with the Grantor's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantor (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens: Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a) An alien lawfully admitted for permanent residence as an immigrant, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b) An alien who is deemed to be lawfully admitted for permanent residence under the registry provisions of the INA;
- c) An alien who has qualified as a refugee or asylee;
- d) An alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- e) An alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- f) An alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan: The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantor's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE: The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least 51% owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records: The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantor, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications: The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. EEO/AA Statement: The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions: The Sub-Recipient will include the provisions of Paragraph X(A), Civil Rights, and X(B), Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity: The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Labor Standards:
 - a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub-Recipient shall maintain documents which shall be made available to the Grantor for review upon request.
 - b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantor pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations,

provisions meeting the requirement of this paragraph.

c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.

3. “Section 3” Clause:

a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Contract through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low and very low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the Project is located, and to low and very low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity

exists which would prevent compliance with these requirements.

b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d) Compliance with Grantor's Section 3 Plan (Public Facility projects over \$200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

D. Conduct

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantor thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor.

2. Subcontracts:

a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantor prior to the execution of such contract.

b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

d) Selection Process: The Sub-Recipient shall undertake to ensure that all

subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.

3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Sub-Recipient further covenants that in the performance of the Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG and/or CDBG-CV programs.

5. Lobbying: The Sub-Recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be

subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

- e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement: If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub- Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub- Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

7. Religious Organization: The Sub-Recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

X. ENVIRONMENTAL CONDITIONS

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantor's environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantor's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation

Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XI. GENERAL PROVISIONS

A. Severability.

If any provision of this contract is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this contract shall nevertheless be in full force and effect.

B. Public Records.

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this contract.
2. Upon request from the Grantor's custodian of public records, provide the Grantor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this contract and following completion of this contract if the Sub-Recipient does not transfer the records to the Grantor.
4. Upon completion of this contract, transfer, at no cost, to the Grantor all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantor to perform the Project. If Sub-Recipient transfers all public records to the Grantor upon completion of this contract, Sub-Recipient shall destroy any duplicate public records that are

exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this contract, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public records, in a format that is compatible with the information technology systems of the Grantor.

5. Failure to comply with this subsection will be deemed a breach of this Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB- RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY OFFICE OF HOUSING AND COMMUNITY SERVICES DEPARTMENT, 352-742-6540, P.O. BOX 7800, TAVARES, FL 32778- 7800, OR VIA EMAIL AT CDBG@LAKECOUNTYFL.GOV.

C. Termination.

1. Termination for Cause: This contract may be terminated by the Grantor due to Sub-Recipient's breach of a material term of this contract, but only after the Grantor has provided Sub-Recipient with 45 calendar days' written notice for Sub-Recipient to cure the breach and Sub-Recipient's failure to cure the breach within that 45 day time period. If the Grantor terminates this contract for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this contract by the Grantor.
2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this contract in whole or in part, this Contract may be terminated by the Grantor.

D. Force Majeure.

The parties will exercise every reasonable effort to meet their respective obligations under this Contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties.

Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. E-Verify.

Sub-Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this contract.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Contract an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

F. Venue.

This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Contract.

G. Captions.

The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

H. Binding Effect.

This Contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

I. No Waiver.

The failure of any party at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision of this contract, nor in any way affect the validity of, or the right to enforce, each and every provision of this contract.

J. Restricted Covenants.

The Property Owner will execute and record a Declaration of Covenants and Restrictions in public records of Lake County at Sub-Recipient's expense restricting the use of the real property described in **Exhibit A**, as outlined in this agreement for a period of fifteen (15) years in a substantially similar form as set forth in **Exhibit F**. The Declaration of Covenants and Restriction shall be fully executed and recorded within ten (10) days of the date this Agreement is fully executed.

XII. CONTRACT

This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or agreements to the contrary previously made. The following Exhibits are attached:

Exhibit A: Legal Description

Exhibit B: Sub-Recipient Scope of Work

Exhibit C: Project Milestone Chart

Exhibit D: Budget

Exhibit E: Reimbursement Request

Exhibit F: Declaration of Covenants and Restrictions

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this agreement on the dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Sean M. Parks, Chairman

This ____ day of _____, 2022.

Approved as to form and legality:

Melanie Marsh
County Attorney

CITY OF LEESBURG

ATTEST:

City Clerk

Mike Pederson, Mayor

This ____ day of _____, 2022.

Approved as to form and legality:

City Attorney

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR AREA**

ATTEST:

Signature

Print Name

Signature

Print Name

BY: _____

PRINT NAME: _____

ITS: _____

This ____ day of _____, 2022.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2022, by _____ on behalf of **Community Redevelopment Agency for the Carver Heights/Montclair Area**, as its _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public (Signature)
Print Name:

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

LEESBURG, W C WILKINS NO 6 SUB LOT 3, BEG AT SE COR OF LOT 2, RUN N 0DEG 26MIN 53SEC E ALONG E LINE OF LOT 2 10 FT TO PT A, BEG AGAIN POB, RUN N 89DEG 48MIN 37SEC W ALONG S LINE OF LOT 2 146.29 FT, N 0DEG 26MIN 08SEC E ALONG W LINE OF LOT 2 A DIST OF 22 FT, S 85DEG 07MIN 08SEC E 146.72 FT TO INTERSECT PT A, BLK C PB 9 PG 67 ORB 5559 PG 1187

Alternate Key 1267358

Parcel ID 22-19-24-1000-00C-00200

Address: 701 McCormack Street, Leesburg, FL 34748

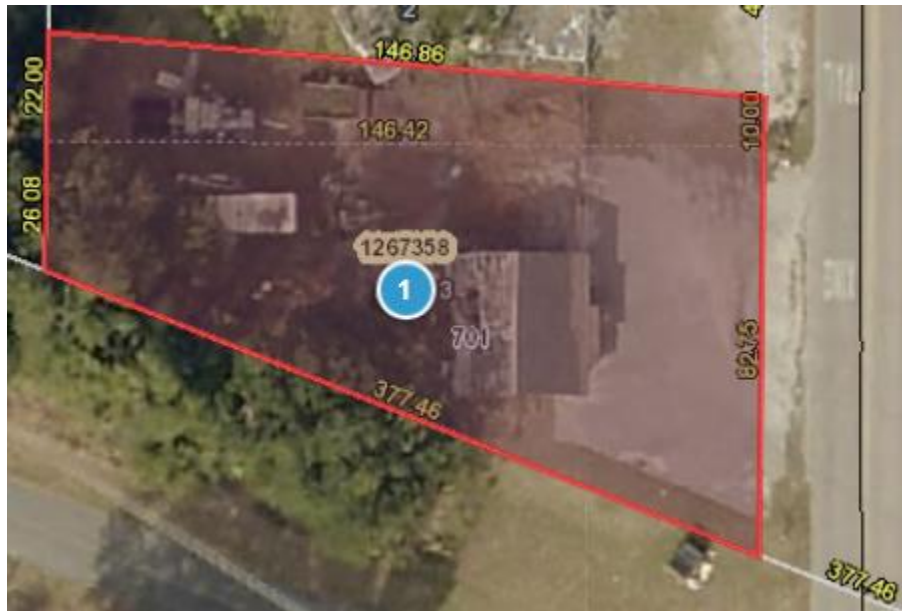


EXHIBIT B: SCOPE OF WORK

The project involves relocation of a food pantry to a new, block structure. Rehabilitation of new location to occur within existing building footprint. Junk and debris removal on site will occur. As a result of the pandemic, Leesburg suffered tremendously as it relates to providing food for the needy. Unemployment is at a high in Leesburg and access to nutritional food choices remains unmanageable. Prior to COVID, Feeding the Need provided food to approximately 85 persons and families in one week. Since the pandemic, the need has grown to 700 persons served during weekly distribution. Increased storage and distribution space is required to accommodate this increase in need.

General

Division 02 - Demolition

- Demo all interior work back to existing wall and slab

Division 08 – Doors and Windows

- Remove all four doors, block infill two doors and replace the two remaining doors with hollow metal (1 each in front and back)
- Remove all eight windows. Either infill them all with block or replace some with new and infill the rest

Division 07 – Thermal and Moisture Protection

- Remove the existing roofing. Evaluate if the trusses can be saved or not.
- Replace roofing material
- Attic insulation

Division 09 - Finishes

- Remove and replace wood siding at eaves and exterior soffit.
- Paint exteriors
- New flooring.
- New ceilings
- Paint interior.
- Insulation in perimeter walls, furring, framing and drywall

Division 21 – Fire Protection

- TBD

Division 22 - Plumbing

- New Plumbing

Division 23 – Heating, Ventilation and Air Conditioning

- New HVAC

Division 26 - Electrical

- New Electrical

Division 31 - Earthwork

- TBD

EXHIBIT C: PROJECT MILESTONE CHART

<u>Milestone</u>	<u>Anticipated Dates</u>
Project Engineering and Design– ready to bid	On or before September 1, 2022
Project award	On or before October 24, 2022
Construction start	On or before November 24, 2022
Construction completion	On or before June 5, 2023

EXHIBIT D: BUDGET

Feeding the Need - Food Pantry

LINE ITEM BUDGET FORM – CONSTRUCTION/ACQUISITION PROJECTS		
Name of Applicant: City of Leesburg	Project Name: Leesburg Feeding the Need	
Instructions: Please use the following format to present your proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the Budget Narrative Attachment provide a description of other funds and volunteer and donated services/resources to be used in the project.		
A Budget Item	B Calculation	C CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
Demolition	\$ 5,600.00	\$ 5,600.00
Doors/Windows	\$ 7,000.00	\$ 7,000.00
Roof	\$35,000.00	\$35,000.00
Sprinkler System	\$15,000.00	\$15,000.00
Plumbing	\$ 7,000.00	\$ 7,000.00
Air Conditioning	\$12,500.00	\$12,500.00
Electrical	\$ 7,000.00	\$ 7,000.00
Landscaping	\$10,000.00	\$10,000.00
Fencing	\$40,000.00	\$40,000.00
Earthwork	\$30,000.00	\$30,000.00
Interior Finishes & Fixtures (flooring, paint, countertops, tables/chairs)	\$13,000.00	\$13,000.00
Exterior Finishes (wood siding)	\$ 8,000.00	\$ 8,000.00
Shed	\$ 5,000.00	\$ 5,000.00
Walk-In Cooler	\$50,000.00	\$50,000.00
BUDGET TOTAL		\$ 245,100.00

EXHIBIT E: REIMBURSEMENT REQUEST FOR CDBG FUNDS

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: Feeding the Need – Food Pantry

SUBRECIPIENT: **City of Leesburg**

PAYROLL (Must have authorized timesheets and payroll information): \$ _____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$ _____

EQUIPMENT (Office, etc., along with procurement information): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

=====
For CDBG Use Only

ACCOUNT NUMBER:

SUBJECT TO PROGRAM INCOME

YES _____ NO _____

SIGNATURE / DATE

REVIEWED BY CDBG PROGRAM SPVR.

SIGNATURE / DATE

APPROVED H & CS DIRECTOR

NOTES: _____

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

Page 1 of 4

Prepared by and return to:
Melanie Marsh, County Attorney (mmv)
Lake County Attorney's Office
P. O. Box 7800
Tavares, Florida 32778

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated _____, 2022, and is made by the Community Redevelopment Agency for the Carver Heights/Montclair Area (the "Owner" or "Sub-Recipient"), whose address is 501 W. Meadow Street, Post Office Box 490630, Leesburg, Florida 34749, in favor of Lake County, a political subdivision of the State of Florida (the "County"), whose address is Post Office Box 7800, 315 W. Main Street, Tavares, Florida 32778.

RECITALS:

I. The Owner owns real property located at 701 McCormack Street, Leesburg, Florida 34748, described in Exhibit A, attached hereto and made a part hereof (the "Property").

II. The County entered into a Community Development Block Grant Program Sub-Recipient Contract with Owner to assist in improvements to a future Feed the Need location located on the Property pursuant to that certain Sub-Recipient Contract between the County and the Owner (the "CDBG Partnership Agreement").

III. As a condition of the County's award of grant funds to the Owner, Owner has agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the CDBG Partnership Agreement.

NOW, THEREFORE, Owner, in consideration of the premises and the sum of ten dollars and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by Owner, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following requirements required by the CDBG Partnership Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:
 - a. The standards described in this section apply to real property within the Owner's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until fifteen (15) years after closeout of an entitlement Owner's participation in the entitlement CDBG program or, with respect to other Owners, until fifteen (15) years after the close out of the grant from which the assistance to the Property was provided.
 - b. The Owner may not change the use or planned use of any such Property (including the beneficiaries of such use) from that for which the funds were made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change,

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

Page 2 of 4

DECLARATION OF COVENANTS AND RESTRICTIONS

and the new use of such Property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government.

c. If the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the Property for the changed use if the Owner's CDBG program is reimbursed in the amount of the current fair market value of the Property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the Property.

d. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

e. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the Property no longer will be subject to any CDBG requirements.

3. This requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any CDBG-related mortgage or the lien thereof upon the Property, and shall be binding upon the Owner, its successors, assigns and transferees, and all parties having any right, title or interest in the Property for a period not less than fifteen (15) years from the date of this executed agreement. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the Owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former owner has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

OWNER:

COMMUNITY REDEVELOPMENT AGENCY
FOR THE CARVER HEIGHTS/MONTCLAIR AREA

ATTEST:

Signature

Print Name

Signature

Print Name

BY: _____

PRINT NAME: _____

ITS: _____

This ____ day of _____, 2022.

S:\DOCUMENT\2022\COMMUNITY SERVICES\CDBG-Feeding the Need\Leesburg\City of Leesburg-Feeding the Need-Sub Recipient Agreement_08-04-22_Final.docx

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

Page 3 of 4

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2022, by _____ on behalf of Community Redevelopment Agency for the Carver Heights/Montclair Area, as its _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public (Signature)
Print Name:

EXHIBIT F: DECLARATION OF COVENANTS AND RESTRICTIONS

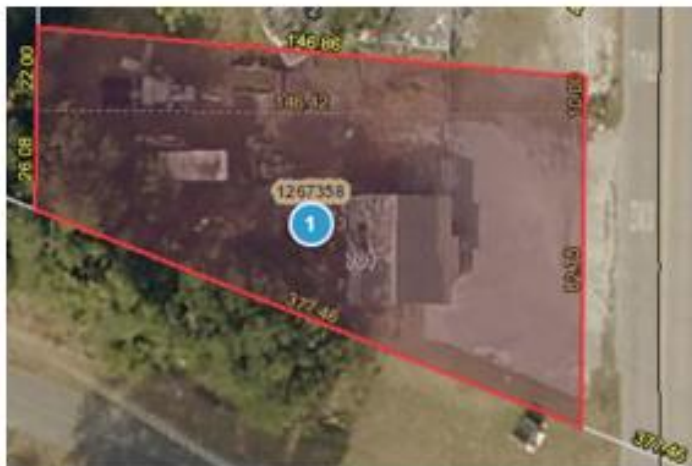
Page 4 of 4

DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT A

LEESBURG, W C WILKINS NO 6 SUB LOT 3, BEG AT SE COR OF LOT 2, RUN N 0DEG 26MIN 53SEC E ALONG E LINE OF LOT 2 10 FT TO PT A, BEG AGAIN POB, RUN N 89DEG 48MIN 37SEC W ALONG S LINE OF LOT 2 146.29 FT, N 0DEG 26MIN 08SEC E ALONG W LINE OF LOT 2 A DIST OF 22 FT, S 85DEG 07MIN 08SEC E 146.72 FT TO INTERSECT PT A, BLK C PB 9 PG 67 ORB 5559 PG 1187

Alternate Key 1267358
Parcel ID 22-19-24-1000-00C-00200
Address: 701 McCormack Street, Leesburg, FL 34748



S:\DOCUMENT\2022\COMMUNITY SERVICES\CDBG-CV\Feeding the Need\Leesburg\DECLARATION OF COVENANTS AND RESTRICTIONS_Feed the Need_08-04-22.docx

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: September 12, 2022

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Amendment, between the City of Leesburg and Lake County, Florida, for the purpose of extending the term and revising the rental composition, for the Lake County Sheriff's Aviation Unit Hangar; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Lease Amendment.

Analysis:

By Resolution 5165, dated April 28, 1997, the Lake County Sheriff Aviation Unit Hangar Lease was passed and adopted. The Lease became effective on January 28, 1998; the date of the final inspection and when the Certificate of Occupancy was issued. The lease term is 25 years, and will expire on January 27, 2023.

An Amendment to Lease was presented to the Airport Advisory Board on January 13th and to the Commission on January 24, 2022. The AAB and the CC felt some terms were unfavorable, and the amendment was not approved. Taking into consideration the comments and desires of the AAB and CC, Lake County has presented a revised Amendment to Lease for approval consideration.

The Amendment extends the term for twenty-five (25) years. The rent structure consists of ground rent and hangar/building rent. Beginning on January 28, 2023, ground rent will be \$0.16 per square foot, on an annual basis, for the parcel which is 19,669.14 square feet, or \$262.25 per month (or \$3,147.04 annually). Ground rent will be subject to CPI increases every two years. Beginning February 1, 2023, hangar/building rent will be \$3.00 per square foot on an annual basis, for the hangar, which is 6,400 square feet, or \$1,600.00 per month (or \$19,200 annually).

All other terms and conditions of the Lease shall remain in full force, including Lessee's continued responsibility for all maintenance and repairs.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The Airport Fund will receive additional annual revenue of \$710.68 due to increasing the ground lease component. In addition, the new hangar/building rent component will generate an annual revenue of \$19,200.00, which is new revenue for the Airport Fund.

Account No. 048-0000-362.02-00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AMENDMENT, BETWEEN THE CITY OF LEESBURG AND LAKE COUNTY, FLORIDA, FOR THE PURPOSE OF EXTENDING THE TERM AND REVISING THE RENTAL COMPOSITION, FOR THE LAKE COUNTY SHERIFF'S AVIATION UNIT HANGAR; 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 Lake County for the Sheriff Aviation Unit Hangar at the Leesburg International Airport.

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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS IS A FIRST AMENDMENT to the Lease Agreement between THE CITY OF LEESBURG, FLORIDA, as Lessor, and LAKE COUNTY, FLORIDA, as Lessee.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated May 6, 1997, for premises at Leesburg International Airport, Florida, for the purpose of leasing a site for use by the Lake County Sheriff's office for their Aviation Unit, and

WHEREAS, the Lease became effective on January 28, 1998, the date of the final inspection and the issuance of the Certificate of Occupancy; and

WHEREAS, the Lease is set to expire on January 27, 2023, and Lessee desires to continue occupying the premises and the parties are agreeable to amending the Lease Agreement to provide for an additional twenty-five (25) year lease term effective January 28, 2023, and terminating January 27, 2048, and modifying the rent rates.

NOW THEREFORE, for and in consideration of the Lease, the mutual covenants and promises contained in this Amendment, the sum of \$10.00, and other good and valuable considerations in hand paid and given by each party to the other, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that:

Section 1. Recitals. The above recitals are incorporated herein.

Section 2. Amendments. The Lease Agreement shall be amended as follows:

A. The Lease term shall be extended for an additional lease term of twenty-five (25) years, commencing January 28, 2023 ("New Commencement Date"), and ending on January 27, 2048.

B. The Rent, beginning January 28, 2023, shall be at the rate of \$0.16 per square foot on an annual basis for the parcel, which is approximately 19,669 +/- square feet, or \$262.25 per month (\$3,147.04 annually) ("Ground Lease Rent"), specifically described and depicted on Exhibit "A" attached hereto.

C. On the second anniversary of the New Commencement Date outlined in this amendment, and on the same day every two years thereafter during the term of this Lease, the rent due hereunder shall be increased in an amount determined by multiplying the annual rent charged during the immediately preceding lease year by the percentage increase in the Consumer Price Index (all Urban Consumers) published by the United States Department of Labor, over the immediately preceding two years. There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living.

D. County agrees to pay a building rent of \$3.00 per sq ft or \$1,600.00 per month (or \$19,200 annually), which is based on an 80' x 80' building footprint (or 6,400 sq ft) beginning February 1, 2023, until the end of the Lease with no increases ("Building Lease Rent").

E. County agrees to continue maintaining the premises as outlined within the Lease; however, should the building be destroyed for any reason, County will not be responsible for replacement.

Section 3. Lease in Full Force and Effect. All other terms and conditions of the original Lease shall remain in full force and effect as originally executed, and shall be binding on both parties during the amended term.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this First Amendment on the dates shown below.

LESSOR:

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

LESSEE:

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Sen M. Parks, Chairman

This _____ day of _____, 2022.

Approved as to form and legality.

Melanie Marsh
County Attorney

Exhibit A – Page 1 of 2

EXHIBIT "A", (2 SHEETS) A7 CHMENT TO THE SHERIFF OF KE COUNTY LEASE

DATED _____.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, ALSO LYING IN A PORTION OF LOTS 8 AND 9, OF THE PLAT OF SILVER LAKE ADDITION "A", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 41 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, FOR THE POINT OF COMMENCEMENT, (P.O.C.); THENCE RUN SOUTH 89°38'25" EAST, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 770.02 FEET TO THE INTERSECTION OF SAID NORTH LINE OF SECTION 22 AND THE NORTHERLY EXTENSION OF THE CENTERLINE OF ECHO DRIVE; THENCE RUN SOUTH 21°23'38" WEST, ALONG SAID CENTERLINE AND THE NORTHERLY EXTENSION, THEREOF, A DISTANCE OF 623.02 FEET TO THE NORTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF A LEASE PRESENTLY LEASED TO ALUN AND NANCY JONES; THENCE RUN SOUTH 55°02'14" EAST, ALONG SAID NORTHERLY LINE AND THE NORTHWESTERLY EXTENSION THERE OF, A DISTANCE OF 228.57 FEET AND THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION OF LEASE; THENCE RUN NORTH 34°57'46" EAST, PERPENDICULAR WITH SAID NORTHERLY LINE, 95.31 FEET; THENCE RUN SOUTH 71°26'09" EAST, 187.26 FEET; THENCE RUN SOUTH 23°47'54" WEST, 34.73 FEET; THENCE RUN S. 61°58'39" W., 60.46 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND THE EDGE OF A CONCRETE HARDSTAND FORMERLY USED FOR AIRPLANE TIE DOWNS; THENCE RUN SOUTHWESTERLY, ALONG SAID EDGE OF CONCRETE HARDSTAND AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS LENGTH OF 25.05 FEET, A CENTRAL ANGLE OF 143°25'51", AN ARC LENGTH OF 62.71 FEET, A TANGENT LENGTH OF 75.81 FEET, A CHORD LENGTH OF 47.57 FEET AND A CHORD BEARING OF SOUTH 43°43'14" WEST; THENCE RUN SOUTH 28°27'36" EAST, CONTINUING ALONG SAID EDGE OF CONCRETE HARDSTAND AND ALONG THE APPROXIMATE SOUTHERLY EDGE OF A LIMEROCK AIRPLANE TAXI-WAY, A DISTANCE OF 29.56 FEET TO THE AFORESAID NORTHERLY LINE OF THE ALUN AND NANCY JONES LEASE; THENCE RUN NORTH 55°02'14" WEST, ALONG SAID NORTHERLY LINE, 178.10 FEET TO THE POINT OF BEGINNING.

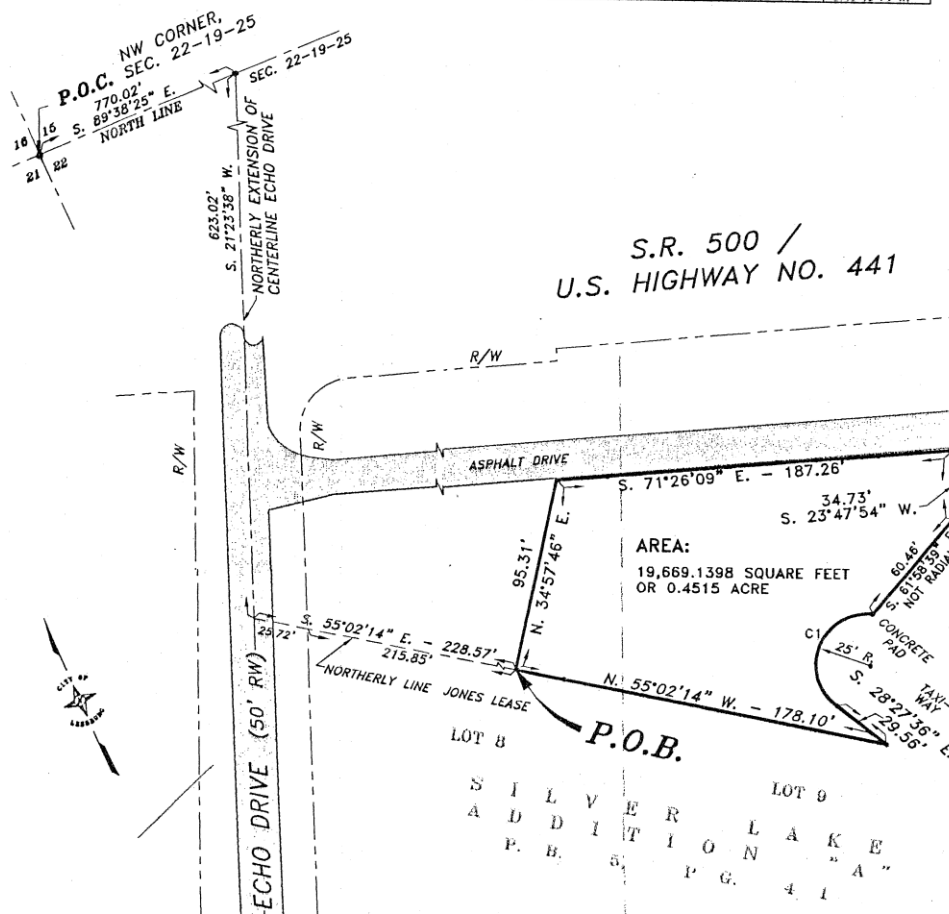
Exhibit A - Page 2 of 2

EXHIBIT "A", (2 SHEETS) ATTACHMENT TO THE SHERIFF OF LAKE COUNTY LEASE

DATED _____

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	25.05'	143°25'51"	62.71'	75.81'	47.57'	S. 43°45'14" W.



CERTIFICATION:

I HEREBY CERTIFY, TO THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, THAT THIS LEGAL DESCRIPTION AND SKETCH, SHOWN HEREON, WAS PREPARED UNDER MY DIRECTION ON THE DATE, SHOWN HEREON, AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 81G17-6, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027, SUBJECT TO THE QUALIFICATIONS AS NOTED HEREON.

David H. Kraft
 DAVID H. KRAFT, P.S.M.
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 4365

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE CENTERLINE OF ECHO DRIVE AND BEING S. 21°23'38" W.
3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY MRS. DEBBIE STIVENDER, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF LEESBURG.
4. THIS IS NOT A SURVEY.

SECTION: 22-19-25



ENGINEERING DEPARTMENT
 600 ORANGE STREET
 LEESBURG, FLORIDA 34748-0830
 PHONE (352) 728-9750
 FAX (352) 728-9783
 LEESBURG The Lakefront City

THE SHERIFF OF LAKE COUNTY
LEASE PROPERTY AT
LEESBURG MUNICIPAL AIRPORT

DATE: 4/18/97
 DRAWN: S.W.P.
 CHECKED: D.H.K.
 APPROVED: D.H.K.
 SCALE: 1" = 60'
 FILE NO.: AP97001

SHEET NUMBER
 2
 OF
 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: September 12, 2022

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the conveyance of a vacant lot to Jodine Brown for development of a single-family home as part of the In-Fill Housing Program; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution to convey a vacant lot to Jodine Brown for development of a single family home.

Analysis:

The City of Leesburg and Homes in Partnership (HIP) entered into a Memorandum of Understanding (MOU) in 2017 to facilitate an In-Fill Housing Program. The Public/Private Partnership was created to leverage private funding that would help potential applicants with access to mortgage funding, credit readiness, and guidance throughout each phase of the home buying process.

The homebuyers will have a \$10,000 second mortgage attached to their property for five (5) years that will be forgivable five (5) years after the date of execution of the land conveyance.

Procurement Analysis:

N/A

Options:

1. Approve the resolution to convey the vacant lot; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

\$10,000 second mortgage forgivable after five (5) years.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING THE CONVEYANCE OF A VACANT LOT TO
JODINE BROWN FOR DEVELOPMENT OF A SINGLE-FAMILY HOME AS
PART OF THE IN-FILL HOUSING PROGRAM; 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 Resolution that conveys vacant land owned by the City of Leesburg and located on Tuskegee Street with Alternate Key #1175763 to Jodine Brown for the development of a single family home.

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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

SECTION

NOTES IN PARENTHESIS

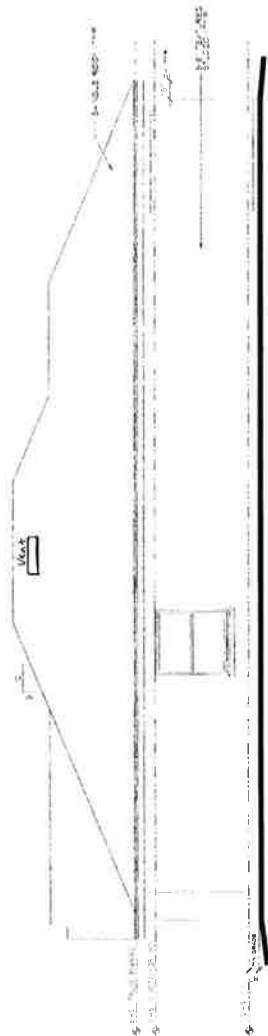
DATE OF DESIGN
31 March 1964
BY: J. L. ...
CHECKED BY: ...

AS BUILT
7 6 1964

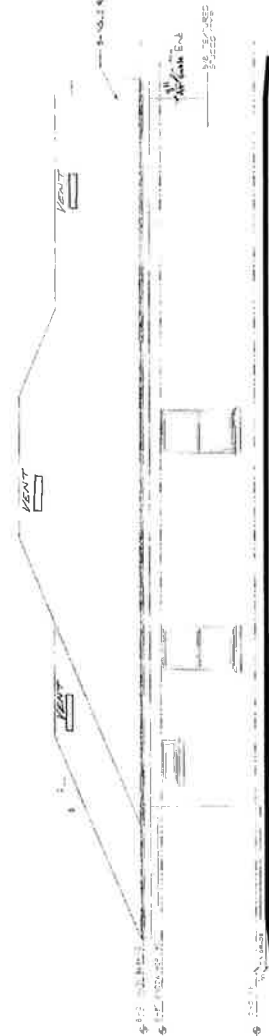
ELEVATION



100-100000

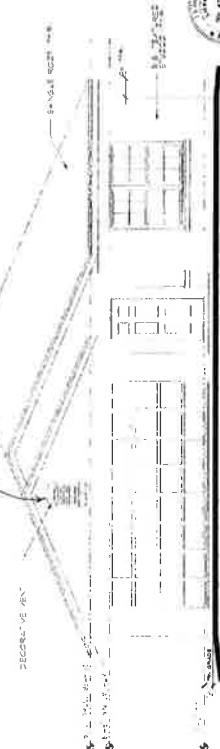


FRONT ELEVATION



REAR ELEVATION

FRONT ELEVATION



SIDE ELEVATION

7/8" thick over galvanized lead over 1/4" oil
over brass wrap over 7/16" Oak (Type)



100-100000

100-100000

2019 Square Feet of Roof Area
2019 ÷ 150 = 13.86 Square Feet
*Roof Area Min 14 Square Feet of
Roof Vent Area*

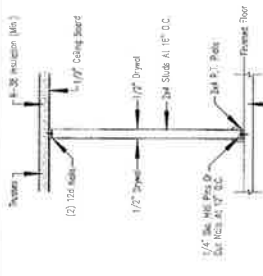
2019 Square Feet of Roof Area
2019 ÷ 150 = 13.86 Square Feet
*Roof Area Min 14 Square Feet of
Roof Vent Area*

2019 Square Feet of Roof Area
2019 ÷ 150 = 13.86 Square Feet
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2019 Square Feet of Roof Area
2019 ÷ 150 = 13.86 Square Feet
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2019 Square Feet of Roof Area
2019 ÷ 150 = 13.86 Square Feet
*Roof Area Min 14 Square Feet of
Roof Vent Area*

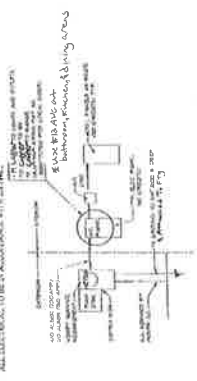
NOT TO BE USED IN CONJUNCTION WITH THE PREVIOUSLY ISSUED PERMITS FOR THE ROOF VENTING SYSTEM. THE PERMITS FOR THE ROOF VENTING SYSTEM ARE THE ONLY PERMITS THAT ARE VALID FOR THE ROOF VENTING SYSTEM. THE PERMITS FOR THE ROOF VENTING SYSTEM ARE THE ONLY PERMITS THAT ARE VALID FOR THE ROOF VENTING SYSTEM.



Typical Section At Non-Bearing Wall

Vent Cals
2019 Square Feet of Roof Area
2019 ÷ 150 = 13.86 Square Feet
*Roof Area Min 14 Square Feet of
Roof Vent Area*

ALL DETECTOR SHALL BE BANGCABON MONITOR COVERED
ALL NON-GAS OUTLETS TO BE ON FUEL INTERMITTENT AND TAPER PROOF
ON OUTLETS OUTDOOR GALLERIES AND KITCHEN/GRILL
ALL ELECTRICAL TO BE IN ACCORDANCE WITH NFPA 70E



ELECTRICAL RISER DIAGRAM

NOT TO BE USED IN CONJUNCTION WITH THE PREVIOUSLY ISSUED PERMITS FOR THE ROOF VENTING SYSTEM. THE PERMITS FOR THE ROOF VENTING SYSTEM ARE THE ONLY PERMITS THAT ARE VALID FOR THE ROOF VENTING SYSTEM. THE PERMITS FOR THE ROOF VENTING SYSTEM ARE THE ONLY PERMITS THAT ARE VALID FOR THE ROOF VENTING SYSTEM.

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RAVE BLOCK DETAIL

RAVE BLOCK DETAIL

ELECTRICAL LEGEND

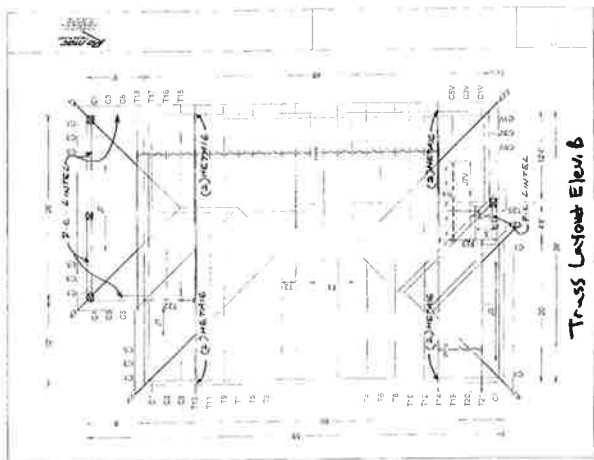
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

NOT TO BE USED IN CONJUNCTION WITH THE PREVIOUSLY ISSUED PERMITS FOR THE ROOF VENTING SYSTEM. THE PERMITS FOR THE ROOF VENTING SYSTEM ARE THE ONLY PERMITS THAT ARE VALID FOR THE ROOF VENTING SYSTEM. THE PERMITS FOR THE ROOF VENTING SYSTEM ARE THE ONLY PERMITS THAT ARE VALID FOR THE ROOF VENTING SYSTEM.



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OF	7	SHEETS
A6		
SHEET		
YEAR MO.		
SCALE		
DATE		
CHECKED		
ORIGIN		



Truss Layout Elev. B

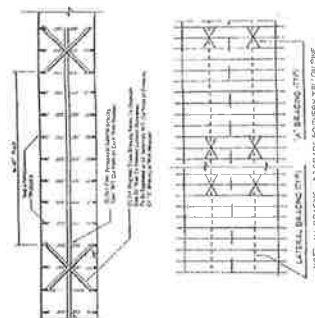
Live Loads Per FEC R301 & Table R301.5

PASSENGER VEHICLE GARAGES 100%
ROOMS OTHER THAN SLEEPING ROOM - 60%
SLEEPING ROOMS 30%
FIVE CAR GARAGE 100%

COMPONENTS / CLADDING DESIGN PRESSURE 19-29.6 PaF

[illegible]

Device Requirements:
... Low loads for front, ... and PSF
... Low load for not in PSF

[illegible]

1. General Information

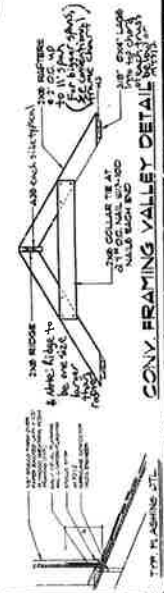
0
 A7 7
 SHEETS
 SHEET
 JOB NO.
 REBAR
 DATE
 PROJECT
 DRAWING



1

200 COLLIER TRAIL
2100 COLLETT VALLEY ROAD
NALLA ECHO, IND

CONV. FRAMING VALLEY DE



REVISED

HOME\$ IN PARTNERSHIP

MODEL 1453

250 DESIGNS

31 BROW AVE.
ANN ARBOR MI 48106
734-769-3344

250 DESIGNS

250 DESIGNS

250 DESIGNS

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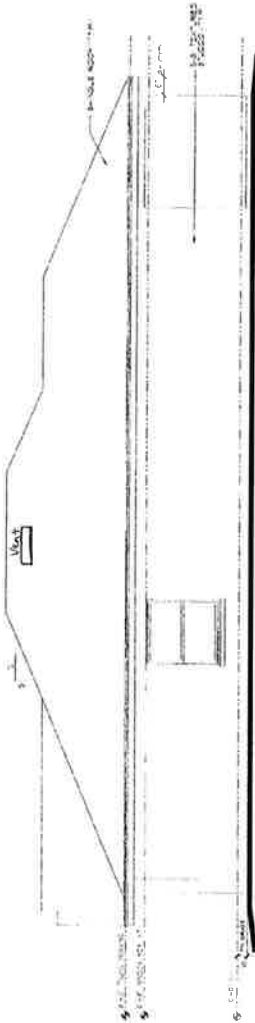
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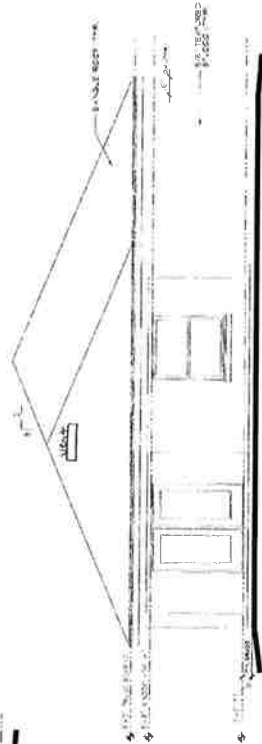
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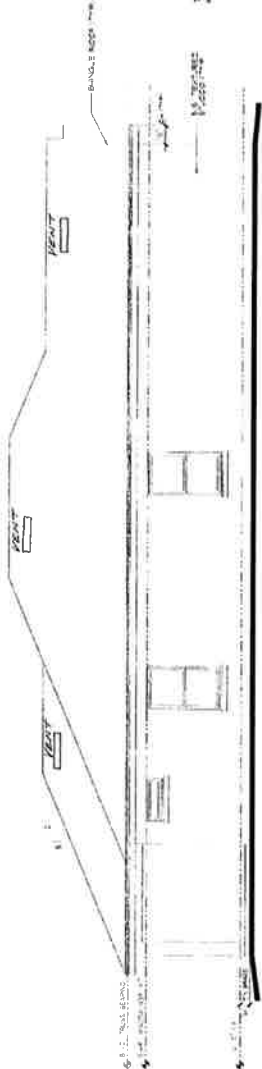
Jodine Brown (May 19, 2022 10:36 EDT)



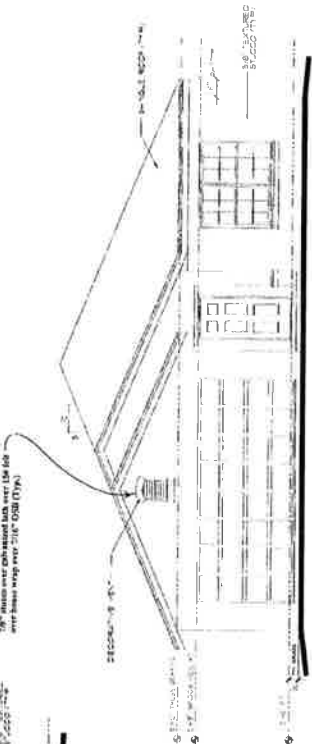
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



FRONT ELEVATION

MODEL 1453

NOTES:
1. THIS ELEVATION SET IS FOR THE HOME\$ IN PARTNERSHIP PROJECT.
2. THE HOME\$ IN PARTNERSHIP PROJECT IS A 1.5 STORY COTTAGE WITH A GABLED ROOF.
3. THE HOME\$ IN PARTNERSHIP PROJECT IS A 1.5 STORY COTTAGE WITH A GABLED ROOF.
4. THE HOME\$ IN PARTNERSHIP PROJECT IS A 1.5 STORY COTTAGE WITH A GABLED ROOF.
5. THE HOME\$ IN PARTNERSHIP PROJECT IS A 1.5 STORY COTTAGE WITH A GABLED ROOF.

Prepared by:
Nancy Carpenter, an employee of
Apple Title, Ltd.,
2752 Dora Avenue
Tavares, Florida 32778

File Number: C22-149

Corporate Warranty Deed

This Indenture, made August _____, 2022 A.D.

Between The City of Leesburg, Florida, a Florida Municipal Corporation, whose post office address is: P.O. Box 490630, Leesburg, Florida 34749, Grantor and **Jodine Brown, an unmarried woman**, whose post office address is: 838 Borders Circle, Apt. 51, Orlando, Florida 32808, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten Thousand Dollars & no cents, (\$10,000.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Lake, State of Florida, to wit:

Begin at a point 675 feet West and 549 feet South of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, in the City of Leesburg, Lake County, Florida; thence run West 260 feet; thence run South 228 feet; thence run East 260 feet; thence run North 228 feet to the Point of Beginning, LESS that part thereof lying in the following described tract: Begin North 89°46'20" West for 675 feet, thence South 0°15'50" West for 649 feet of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, thence North 89°44'55" West for 675 feet, thence South 0°15'50" West for 649 feet of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, thence North 89°44'55" West for 260 feet; thence South 0°15'50" West for 128 feet, thence South 89°44'55" East for 260 feet, thence North 0°15'55" for 128 feet to the Point of Beginning.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **22-19-24-0002-000-05000**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

**The City of Leesburg, Florida,
a Florida Municipal Corporation**

Signed and Sealed in Our Presence:

By: _____

**Michael Pederson
Its: Mayor**

Witness Print Name: _____

Witness Print Name: _____

Attest: _____

**J. Andi Purvis
Its: City Clerk**

(Corporate Seal)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of August, 2022, by Michael Pederson, as Mayor and J. Andi Purvis, as City Clerk of The City of Leesburg, Florida, a Florida Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced a drivers license as identification.

_____(Seal)

Notary Public

Notary Printed Name: _____

My Commission Expires:

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

**The City of Leesburg, Florida,
a Florida Municipal Corporation**

Signed and Sealed in Our Presence:

By: _____

**Grant Watson
Its: City Attorney**

Witness Print Name: _____

Witness Print Name: _____

(Corporate Seal)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence, this _____ day of August, 2022, by Grant Watson, the City Attorney for The City of Leesburg, Florida, a Florida Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced a drivers license as identification.

Notary Public
Notary Printed Name: _____

My Commission Expires:

Prepared/Return to:
Nancy Carpenter
Apple Title, Ltd.
2752 Dora Avenue
Tavares, Florida 32778
File No. C22-149

**THE CITY OF LEESBURG, FLORIDA
SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE executed this August ____, 2022, by **Jodine Brown, an unmarried woman** (jointly and severally, if more than one, referred to as "Mortgagor") to **The City of Leesburg, Florida, a Florida Municipal Corporation** ("Mortgagee") with a mailing address of PO Box 490630, Leesburg, Florida 34749-0630.

WITNESSETH

That for good and valuable consideration, and also in consideration of the aggregate sum named in the Subordinate Mortgage Note of even date herewith and attached as Exhibit "A" hereto (the "Note"), hereinafter described, Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto Mortgagee all the certain land of which Mortgagor is now seized and in possession situated in Lake County, Florida (the "Mortgaged Property"), more particularly described as:

Begin at a point 675 feet West and 549 feet South of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, in the City of Leesburg, Lake County, Florida; thence run West 260 feet; thence run South 228 feet; thence run East 260 feet; thence run North 228 feet to the Point of Beginning, LESS that part thereof lying in the following described tract: Begin North 89°46'20" West for 675 feet, thence South 0°15'50" West for 649 feet of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, thence North 89°44'55" West for 675 feet, thence South 0°15'50" West for 649 feet of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, thence North 89°44'55" West for 260 feet; thence South 0°15'50" West for 128 feet, thence South 89°44'55" East for 260 feet, thence North 0°15'55" for 128 feet to the Point of Beginning.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, easements, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto Mortgagee, in fee simple.

AND, Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has good right and lawful authority to convey the mortgaged property as aforesaid; that Mortgagor will make such further assurances to perfect the fee simple title to the mortgaged property in Mortgagee as may reasonably be required; that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever; and that the mortgaged property is free and clear of all encumbrances except:

A valid first mortgage creating a superior lien on the mortgaged property, approved by Mortgagee in favor of USDA/Rural Housing Services ("First Mortgage"), whose address is 2441 NE 3rd Street, Suite 201, Ocala, Florida 34470

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. COMPLIANCE WITH TERMS OF PROMISSORY NOTE AND MORTGAGE. Mortgagor shall pay to Mortgagee the monies due under the terms of the promissory note, of even date, hereinafter substantially copied or identified, to-wit (the "Note"): SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and/or Mortgage. Should Mortgagor perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

If each and every one of the agreements, stipulations, conditions, and covenants of the Note and of this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note, and Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in the Note or Mortgage to the contrary notwithstanding. Failure by Mortgagee to exercise any of the rights or options under the Note or Mortgage accrued or thereafter accruing.

Provided that, as provided in the Note, no payments shall be required under this Mortgage as long as the mortgaged property remains occupied by Mortgagor as Mortgagor's primary residence, and the mortgaged property is not conveyed or transferred, rented, leased, or subleased for a period of five (5) years, then this Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable.

2. REAL PROPERTY TAXES AND ASSESSMENTS; WASTE; REPAYMENT OF EXPENSES INCURRED BY MORTGAGEE. Mortgagor hereby further covenants and agrees to pay promptly when due all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the mortgaged property, neither permit, commit nor suffer waste, impairment or deterioration of the mortgaged property or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by Mortgagee because of the failure of Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of the Note and Mortgage, or either. In the event Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and Mortgage, or either, Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

3, FIRST MORTGAGE; CHARGES; LIENS. Mortgagor shall perform all of the obligations under the First Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the mortgaged property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

Except for the lien of the First Mortgage, Mortgagor shall promptly discharge any other lien which shall have attained priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. Except for the lien of the First Mortgage, if Mortgagee determines that any part of the mortgaged property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Any default in any mortgage note or lien of record, including, but not limited to the Note and the First Mortgage approved herein, shall constitute a default under this Mortgage. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing Mortgagee to declare a default.

4. SUBORDINATION. Mortgagee and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Mortgagor under the First Mortgage or (b) constructing, renovating, repairing, furnishing, installing fixtures or equipping the mortgaged property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the mortgaged property is low or moderate income households or otherwise restricting the Mortgagor's ability to sell the mortgaged property shall have no further force or effect on subsequent owners or purchasers of the mortgaged property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), in receiving title to the mortgaged property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the mortgaged property free and clear from such restrictions.

Further, if the holder of the First Mortgage acquires title to the mortgaged property pursuant to a deed in lieu of foreclosure, the lien of the holder's Mortgage shall automatically terminate upon the acquisition of title, provided that (i) Mortgagee has been given written notice of a default under the First Mortgage and (ii) Mortgagee shall not have cured the default under the First Mortgage within the 30 day period provided in such notice sent to Mortgagee.

5. HAZARD OR PROPERTY INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts not less than the original principal balance of the Note. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagee fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the mortgaged property.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Mortgagor complies with the insurance requirements under the First Mortgage. All original policies of insurance required

pursuant to the First Mortgage shall be held by the holder of the First Mortgage; provided, however, Mortgagee may be named as an additional insured. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee a copy of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier, the holder of the First Mortgage and Mortgagee. Mortgagee may make proof of loss if not made promptly by holder of the First Mortgage or the Mortgagor.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the mortgaged property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due with any excess paid to Mortgagor. If Mortgagor abandons the mortgaged property, or does not answer within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagor may use the proceeds to repair or restore the mortgaged property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30) day period will begin when the notice is given.

Notwithstanding the above, Mortgagor's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the holder of the First Mortgage to collect and apply such proceeds in accordance with the First Mortgage.

6. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of the First Mortgage.

In the event of a total taking of the mortgage property, the proceeds shall be applied to the sums secured by this Mortgagee, whether or not then due, with any excess paid to Mortgagor. In the even of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the mortgaged property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the mortgaged property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the mortgaged property or to the sums secured by this Mortgage, whether or not then due.

7. PROTECTION OF THE MORTGAGED PROPERTY; LOAN APPLICATION; LEASEHOLD. Mortgagor shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the mortgaged property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Mortgagor's occupancy of the mortgaged property as a principal residence and (ii) Mortgagor's income. If Mortgagor acquires fee title to the mortgaged property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

Mortgagor acknowledges that the mortgaged property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the mortgaged property is located).

8. PROTECTION OF MORTGAGEE'S RIGHTS IN THE MORTGAGED PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the mortgaged property and Mortgagee's rights in the mortgaged property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage (including sums secured by the First Mortgage), appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagor does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph shall become additional debt to Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at highest legal rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

Mortgagee and Mortgagor further agree that a default hereunder shall constitute a default under the First Mortgage. In the event of a default hereunder, the holder of the First Mortgage shall have the right to exercise all rights and remedies under the First Mortgage.

9. INSPECTION. Mortgagor or its agent may make reasonable entries upon and inspections of the mortgaged property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the mortgaged property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

11. TRANSFER OF MORTGAGED PROPERTY OR BENEFICIAL INTEREST. Except for a conveyance to the holder of the First Mortgage under the terms of the First Mortgage, if, prior to the expiration of a ten (10) days commencing on the date of this Mortgage, all or any part of the mortgaged property or any interest in it is sold, conveyed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent (including a transfer of all or any part of the mortgaged property to any person who, at initial occupancy of the mortgaged property, does not use the mortgaged property for permanent residence), Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the holder of the First Mortgage prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Notwithstanding Mortgagee's right to invoke any remedies hereunder, as provided herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least thirty (30) days' prior written notice.

The Mortgagor and Mortgagee agree that whenever the Note or this Mortgage gives Mortgagee the right to approve or consent with respect to any matter affecting the mortgaged property (or construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the holder of the First Mortgage pursuant to the First Mortgage, the holder of the First Mortgage's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Mortgagor and Mortgagee.

12. HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the mortgaged property. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the mortgaged property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the mortgaged property and any hazardous substance or environmental law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by an governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the mortgaged property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law. Prior to taking any such remedial action, however, the Mortgagor shall notify the holder of the First Mortgage that such remedial action is necessary and shall obtain the written consent of the holder of the First Mortgage for such remedial action.

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "environmental law" means federal laws and laws of the jurisdiction where the mortgaged property is located that relate to health, safety or environmental

protection.

13. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pays Mortgagee all sums which then would be due under this Mortgage and Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements or First Mortgage; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to court costs, service of process and reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the mortgaged property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration prompted by Mortgagor's default under the provisions of paragraph 11.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

14, ACCELERATION; REMEDIES. Mortgagee shall give notice to Mortgagor and the holder of the First Mortgage prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date of the notice is given to Mortgagor (and with respect to the the holder of the First Mortgage, thirty (30) days from the date the notice is given to the holder of the First Mortgage), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the mortgaged property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured by Mortgagor on or before the date specified in the notice, and the holder of the First Mortgage has not exercised its rights to cure the default, then Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Mortgagee's right to invoke any remedies herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least sixty (60) days' prior written notice. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

15. RELEASE. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

16. SUCCESSORS AND ASSIGNS BOUND. This Mortgage shall inure to the benefit and bind the heirs, legal representatives, assigns and successors of Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Printed Name of Witness

Jodine Brown
838 Borders Circle, Apt. 51, Orlando, Florida 32808

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence, this August _____, 2022, by Jodine Brown, who is personally known to me or who produced a Driver's License as identification.

Notary Public
Printed Name of Notary:
My Commission Expires:



CHICAGO TITLE
INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Apple Title, Ltd.

Issuing Office: 2752 Dora Avenue, Tavares, Florida 32778

ALTA Universal ID: 1070506

Loan ID Number: 46030583

Commitment Number: 10612613

Issuing Office File Number: C22-149

Property Address: Tuskegee Street, Leesburg, Florida 34748

Revision Number:

Schedule A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: June 28, 2022

2. Policy to be issued:

A.L.T.A Owner's Policy

Proposed Insured: Jodine Brown

Proposed Policy Amount: \$191,155.00

(Additional policy/ies can be issued.)

A.L.T.A Loan Policy

Proposed Insured: United States Department of Agriculture Rural Development

Proposed Policy Amount: \$196,155.00

(Additional policy/ies can be issued.)

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in: The City of Leesburg, Florida

5. The Land is described as follows:

Begin at a point 675 feet West and 549 feet South of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, in the City of Leesburg, Lake County, Florida; thence run West 260 feet; thence run South 228 feet; thence run East 260 feet; thence run North 228 feet to the Point of Beginning, LESS that part thereof lying in the following described tract: Begin North 89°46'20" West for 675 feet, thence South 0°15'50" West for 649 feet of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, thence North 89°44'55" West for 675 feet, thence South 0°15'50" West for 649 feet of the Northeast corner of the Northwest 1/4 of Section 22, Township 19 South, Range 24 East, thence North 89°44'55" West for 260 feet; thence South 0°15'50" West for 128 feet, thence South 89°44'55" East for 260 feet, thence North 0°15'55" for 128 feet to the Point of Beginning.

Authorized Signatory

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



Schedule B-I

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- A. Duly authorized Warranty Deed from The City of Leesburg, Florida, a Florida Municipal Corporation to Jodine Brown, an unmarried woman, together with evidence satisfactory to the Company of the corporation's good standing under the laws of its domicile state.

NOTE: If the current transaction involves: A. the disposition of substantially all of a corporation's property or assets; B. the conveyance of corporate property to an officer, director or agent who is also a signatory; C. conveyance of property for minimum consideration; or D. the execution of documents incident to the transaction by a person other than the president, chief executive officer, or a vice-president with a corporate seal, then a recordable resolution of the corporation's Board of Directors, Shareholders and/or Members must be obtained. If the transaction involves the sale of substantially all of the assets of the corporation, in addition to a recordable resolution, satisfactory proof that shareholder approval was obtained in accordance with Sec. 607.1202 F.S. must be placed of record. This proof must be approved by the underwriting department.

- B. Mortgage from Jodine Brown, an unmarried woman, to the Proposed Insured in the principal amount of the subject property as shown in Schedule A, herein.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Mortgage. If the Individuals are unmarried, then indicate this on the Mortgage. If not homestead, then a statement to that effect must be reflected on the Mortgage.

5. Proof of payment of any outstanding assessments in favor of Lake County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Lake County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Mortgage from Jodine Brown to The City of Leesburg, Florida, a Florida Municipal Corporation, in the principal amount of \$10,000.00.

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8. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.
9. The application for title insurance was placed by reference to a property appraiser's tax ID number only. To confirm the correct legal description is being insured, the Company requires written approval of the legal description in this commitment, signed by the parties to the transaction.

NOTE: 2021 Real Property Taxes in the gross amount of \$0.00 are none due, under Tax I.D. No. 22-19-24-0002-000-05000.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 3458, Page 1684.



Schedule B-II

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s);

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(ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, and the amount of insurance under this policy shall increase to the extent of such disbursement up to the amount of insurance stated in Schedule A, but neither the date of policy nor any other part of the policy shall be deemed changed by virtue of such disbursement.
7. Liability under this policy is presently limited to the value of the land, but will increase in direct proportion to the actual cost of improvements erected thereon and fully paid for. Liability under this policy shall never exceed the face amount of this policy. The effective date of this policy will not change and will be as stated in Schedule A as are all other matters.
8. Road right-of-way on the east.

NOTE: All recording references in this form shall refer to the public records of Lake County, Florida, unless otherwise noted.

AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance

Issued by



CHICAGO TITLE
INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

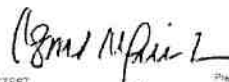
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

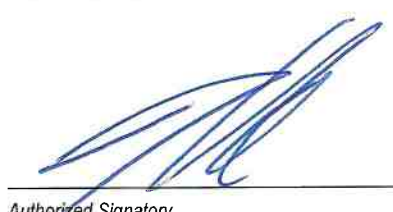
This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of
Apple Title, Ltd.

CHICAGO TITLE INSURANCE COMPANY

By:


ATTEST 
President Secretary


Authorized Signatory

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment insure.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

PROPERTY RECORD CARD

General Information

Name:	CITY OF LEESBURG	Alternate Key:	1175763
Mailing Address:	PO BOX 490630 LEESBURG, FL 34749-0630 Update Mailing Address	Parcel Number: ⓘ	22-19-24-0002-000-05000
		Millage Group and City:	00L2 Leesburg
		2021 Total Certified Millage Rate:	16.7606
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	TUSKEGEE ST LEESBURG FL, 34748 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ
			School Boundary Maps ⓘ
Property Description:	BEG 675 FT W & 549 FT S OF NE COR OF NW 1/4 RUN W 260 FT, S 100 FT, E 260 FT, N TO POB ORB 3458 PG 1684		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	0	0		26000.000	Square Feet	\$0.00	\$18,980.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
3458 / 1684	06/2007	Certificate of Title	Unqualified	Vacant	\$0.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$18,980	\$18,980	\$0	5.0529	\$0.00
SCHOOL BOARD STATE	\$18,980	\$18,980	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$18,980	\$18,980	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$18,980	\$18,980	\$0	0.3229	\$0.00

NORTH LAKE HOSPITAL DIST	\$18,980	\$18,980	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$18,980	\$18,980	\$0	0.2189	\$0.00
CITY OF LEESBURG	\$18,980	\$18,980	\$0	4.0192	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$18,980	\$18,980	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$18,980	\$18,980	\$0	0.0918	\$0.00
				Total: 16.7606	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).



Homes In Partnership, Inc.

1140 S. Grove Street, Eustis, FL 32726.O 407-886-2451 .F 407-886-5304

Angela Armstrong, Interim Housing Director
City of Leesburg
1041 County Road 468
Leesburg, FL 34748

RE: Lot Donation for Jodine Brown

Dear Ms. Armstrong,

The Board of Directors and Staff of Homes In Partnership, Inc. would like to thank you for your continued support in our mission to assist very low through moderate-income individuals and families realize the "American Dream" of homeownership.

Homes In Partnership, Inc. is currently working with Jodine Brown who has met all of the qualifications to build a new mutual self-help home on a lot currently owned by the City of Leesburg. The address for this lot is TBD Tuskegee Street, Leesburg, FL 34748 (Please see attached property record card).

The home to be built for Jodine Brown will be Model 1453B. (Please see attached house floor plans).

Jodine Brown understands a Promissory Note and Second Mortgage of \$10,000 that will be placed on the donated property which will be forgiven if she stays in the home for Five years (5) unless you sell, transfer, rent, refinance, or no longer occupy the property.

All loan approvals, title request and appraisal have been completed which will allow Ms. Brown to close and begin construction as soon as the land is approved for donation.

Please accept this letter as a formal request to donate TBD Tuskegee Street Leesburg FL 34748 to Jodine Brown.

Jodine Brown

Marta Castellano

5/19/2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: September 12, 2022

From: Lucy Gangone, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to an unexpired term, said term ending 30 September 2023; and providing an effective date.

Staff Recommendation:

Staff recommends the appointment of one member to the Library Advisory Board for an unexpired term, said term ending 30 September 2023. The position was advertised, as required.

Analysis:

Mr. Keith Harvin was appointed to a five-year term on the Library Advisory Board, term ending 30 September 2023. Mr. Harvin has moved out of state. Ms. Alice Parrott has submitted an application to the Library Advisory Board. Ms. Parrott has a Masters Degree in Social Work and is currently a Registered Clinical Social Worker for the State of Florida. She is a registered Leesburg Public Library patron.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There is no fiscal impact.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPOINTING ONE LIBRARY ADVISORY BOARD MEMBER TO
AN UNEXPIRED TERM, SAID TERM ENDING 30 SEPTEMBER 2023; AND
PROVIDING AN EFFECTIVE DATE.**

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

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

THAT the City Commission hereby appoints _____ to the term ending September 30, 2023.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2022.

Mayor

ATTEST:

City Clerk

AUG 01 2022

City of Leesburg
Appointed Boards & Commission Application

Date: 07/13/2022

Name: Alice Parrott

Home Phone: 630-898-9350

Mailing Address:

5033 Sawgrass Lake Circle, Leesburg, Florida 34748

Home Address:

Business Name & Type:

Business Address:

Business telephone number: _____ ext. _____

Position: _____

Education, Training or Experience related to the activities of the Advisory Body
to which appointment is sought:

Education: Master Degree in Social Work; Educational Leadership Endorsement State of Illinois;
Employment: Previous-School District Administrator for Students with Learning Needs; Elementary
Assistant Principal; Licensed Clinical Social Worker; Current employment: Registered Clinical Social
Worker, State of Florida, Therapist. Volunteer: Current: Educational Surrogate, Lake County.
Professional Organizations/Memberships:

N/A

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

☒ Library Board _____ Historic Preservation Board _____ Planning Commission

_____ Greater Leesburg CRA _____ Carver Heights & Vicinity CRA

_____ Fire Department Pension Board of Trustees _____ General Employees Retirement Board of Trustees

_____ Police Department Pension Board of Trustees _____ Other(Specify): _____

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

Alice Parrott



Signature of Applicant

07/13/2022

Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630
PRINT ONLY For information of how to use this form. Contact: City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: September 12, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 47, and Unit No. 48 as described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Right-of-way Deed from Village Community Development District No. 14, for the roadways described therein.

Analysis:

Village Community Development District No. 14 is granting a Right-of-way Deed to the City of Leesburg, Florida for dedicating all roadways located within Villages of West Lake Unit No. 47, and Unit No. 48, per the Plat recorded in Plat Book 78, Pages 4 through 12, inclusive, Public Records of Lake County, Florida.

Procurement Analysis:

N/A

Options:

1. Approve the resolution 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 RIGHT-OF-WAY DEED TO THE CITY OF
LEESBURG FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO.
14, FOR THE PURPOSE OF DEDICATING ALL ROADWAYS LOCATED
WITHIN VILLAGES OF WEST LAKE UNIT NO. 47, AND UNIT NO. 48 AS
DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Right-of-Way Deed granted to the City of Leesburg by Village Community Development District No. 14, for all roadways located within Villages of West Lake Unit No. 47, and Unit No. 48, per the Plat recorded in Plat Book 78, Pages 4 through 12, inclusive, Public Records of Lake County, Florida, 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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 11th day of August, 2022, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **THE CITY OF LEESBURG**, a Florida municipal corporation, whose post office address is 501 West Meadow Street, Leesburg, Florida 34748 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Lake County, Florida, to wit:

All roadways located within **Villages of West Lake Unit No. 47**, per the Plat recorded in Plat Book 78, Pages 11 through 12, inclusive, Public Records of Lake County, Florida.

All roadways located within **Villages of West Lake Unit No. 48**, per the Plat recorded in Plat Book 78, Pages 4 through 10, inclusive, Public Records of Lake County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF LEESBURG ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

[Signatures on following page]

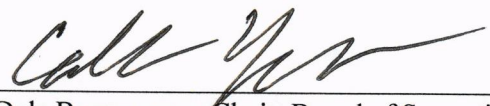
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager

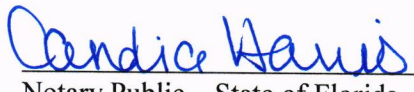
VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14



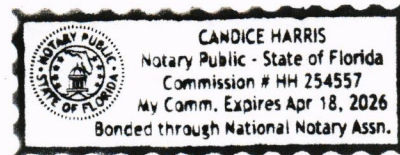
C. Dale Borrowman, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of August, 2022, by C. Dale Borrowman, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 14, for the purposes expressed herein, who is personally known to me.



Notary Public – State of Florida
Print Name: Candice Harris
Commission Number: _____
Commission Expires: _____



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: September 12, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending Civic Funding to the Leesburg Cemeteries Inc. in the proposed FY 23 budget and to provide a \$25,000 payment from the American Rescue Plan Act Funds to replace aging equipment; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the attached resolution amending the FY 23 proposed Civic Funding for the Leesburg Cemeteries Inc. and to provide a \$25,000 payment from the American Rescue Plan Act Funds to replace aging equipment.

Analysis:

The current budget includes \$111,760 of Civic Funding to the Leesburg Cemeteries Inc. The Leesburg Cemeteries Inc. have requested additional Civic Funding for FY 23. The proposed amount for FY 23 is \$161,760 or an increase in funding of \$50,000. See table below estimating the FY 22 costs:

Lone Oak Cemeteries

	Misc Exp	Payroll	Total
Quarter 1 2022	10,618.54	22,783.98	33,402.52
Quarter 2 2022	8,542.93	18,844.85	27,387.78
Quarter 3 2022	11,018.78	26,554.83	37,573.61
Quarter 4 2022 (estimated)	10,060.08	26,554.83	36,614.91
	40,240.33	94,738.49	134,978.82
	Less City Contribution		104,160.00
	Estimated Shortfall		(30,818.82)

Utility Bills

November	1,528.49
December	750.94
January	975.54
February	1,154.91
March	656.50
April	1,135.49
May	719.40
June	1,355.19
July	1,114.37
August	1,165.99
September (+15% August)	1,340.00
October (+15% August)	1,340.00
	13,236.82
Less City Contribution	7,600.00
Estimated Shortfall	(5,636.82)

Total City Contribution 111,760.00

Total Estimated Expenses for FY 22 148,215.64

Total Estimated Shortfall for FY 22 (36,455.64)
(36,455.64)

Additionally, a list of the aging equipment (see attachment) has been submitted. In order to replace several pieces of equipment, an immediate payment of \$25,000 from the American Rescue Plan Act funds is proposed.

Procurement Analysis:

N/A

Options:

1. Approve the attached Resolution amending the FY 23 proposed Civic Funding for the Leesburg Cemeteries Inc. and provide an immediate \$25,000 payment from the American Rescue Plan Act funds to replace aging equipment; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed Civic Funding for the Leesburg Cemeteries Inc. in the FY 23 budget will be increased by \$50,000 or from \$111,760 to \$161,760. This is funded from the Solid Waste Fund. Additionally, the \$25,000 payment to replace aging equipment (table attached) will be paid from the American Rescue Plan Act (City of Leesburg Revenue Replacement category) in the current fiscal year.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AMENDING CIVIC FUNDING TO THE LEESBURG CEMETERIES
INC. IN THE PROPOSED FY 23 BUDGET AND TO PROVIDE A \$25,000
PAYMENT FROM THE AMERICAN RESCUE PLAN ACT FUNDS TO
REPLACE AGING EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby approves amending Civic Funding to the Leesburg Cemeteries Inc. in the proposed FY 23 budget to \$161,760 and to provide a \$25,000 payment in the current fiscal year from the American Rescue Plan Act Funds to replace aging equipment.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2022.

Mayor

ATTEST:

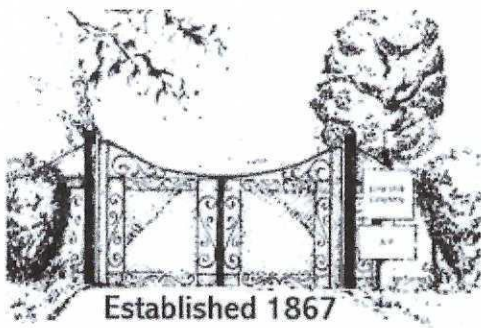
City Clerk

Physical Inventory Count Sheet

August 2022	Lone Oak Cemetery	Inventoried By:
	Lawn Maintenance Inventory	Tracy M.

Description	Serial#	Date Purchased	Purchase Price	New/Used	Vendor
John Deere Lawn Tractor	1604204G85930	05/13/2016	\$2042.00	New	Lowes
Kubota Zero Turn Mower	32694-K3131-51001	2013	\$9680.00	New	Mid-Florida Tractor
Kubota Zero Turn Mower	NA	2022	0	NA	Given to us by the City
Kubota Zero Turn Mower	11347	2017	\$10899.00	New	Mid-Florida Tractor
Husqvarna Riding Mower	052615A073294	2016	\$1899.00	New	Lowes
Trailer (City Truck)	27525010030970383	2009	\$1000.00	Used	Midge Dodge
Welder	792363631228	04/12/2019	\$189.00	New	Harbor Freight
Rotto-tiller	NA	10/29/2019	\$80.00	Used	George's Mower
Bench Grinder	W16112382850	07/12/2017	\$654.00	New	Lowes
Backpack Blower	P43214025926	12/5/2016	\$440.00	New	H & M
Backpack Blower	P44614409221	12/5/2016	\$330.00	New	H & M
Trimmer	T94215058099	09/09/2019	\$330.00	New	H & M
Chain Saw	C71915020836	08/28/2019	\$390.00	New	H & M
Pole Saw/Pruner	20174900494	02/12/2019	\$486.00	New	H & M
Fertilizer Spreader	NA	09/27/2019	\$60.00	New	Rural King
Hedge Trimmer	NA	10/05/2018	\$320.00	New	H & M
Honda Pressure Washer	GCBCT-31487183	10/29/2019	\$1000.00	New	Pressure Washer Center
Rancher Chain Saw	062202101	04/20/2007	\$285.00	New	H & M
Precision Trailer Cart	86490016	03/05/2018	\$203.00	New	Rural King
Gravely Edger	000101+105	09/21/2015	\$360.00	New	H & M
Trimmer	T- 42512062818	05/19/2015	\$275.00	New	H & M
Backpack Blower	P42814136599	03/15/2016	\$318.00	New	H & M
½ inch impact wrench	69916	10/12/2020	\$46.99	New	Harbor Freight
Echo Chain Saw	C67415036889	2/4/2020	\$359.99	New	H & M Mower
ECHO Grass trimmer	U42615008588	11/03/2020	\$299.00	New	H & M Mower

8/10/2022 3:23 PM



LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
P.O. BOX 490804
LEESBURG, FLORIDA 34749-0804

August 10, 2022

Dear Mr. Minner,

As per your request, Lone Oak Cemetery has put together information for you regarding our current financial situation. The following documents accompany this letter sent via email.

- Quarterly reports for the **1st, 2nd, and 3rd** quarters of this fiscal year. These reports total a negative balance of **\$20,243.91**.
- The total for employee salaries for each quarter going forward. This total is **\$26,554.53 per quarter**.
- A synopsis of the **\$7600** utility grant we get each year showing that we have run out of funds recently and have had to pay those bills from our general account.
- An inventory sheet showing the age of all current machinery/equipment in our possession.

Please let me know if you need any further documents or figures from our office.

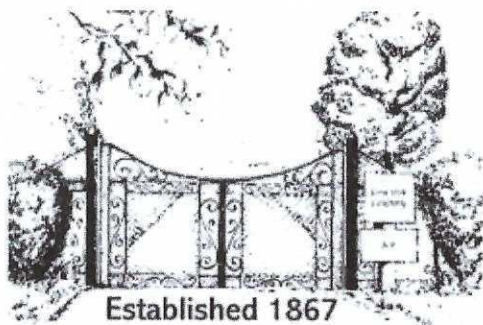
Thank you so much for your consideration.

Respectfully submitted,

LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
SHADY OAKS CEMETERY


Tracy Metcalf, Director
August 10, 2022

Prepared By: Tracy Metcalf



**LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
P.O. BOX 490804
LEESBURG, FLORIDA 34749-0804**

**QUARTERLY REPORT FISCAL YEAR ENDING 9/30/2022
1st QUARTER – OCTOBER-NOVEMBER -DECEMBER**

EXPENSES:

Cemetery Grounds Maintenance	\$ 2,876.70
Shop Building Maintenance	\$ 464.34
Mausoleum Building Maintenance	\$ 295.00
General Maintenance	\$ 2,280.81
Tractor, Mower & Small Equipment, Maintenance	\$ 1,435.05
Equipment Trailer Repair & Tag	\$ -0-
Gas, Diesel, oil & Grease	\$ 615.73
Workers' Compensation	\$ 2,558.46
Shady Oaks Utilities	\$ 92.45
Maintenance Employee Insurance	\$ -0-

TOTAL MISCELLANEOUS EXPENSE \$ 10,618.54

PAYROLL: (Maintenance Only)

(4 Full time & 2 part-time employees)

Payroll is take home pay.

Payroll taxes are paid from Lone Oak General Operating Fund

TOTAL PAYROLL EXPENSE: \$ 22,783.98

GRAND TOTAL MAINTENANCE EXPENSE: \$ 33,402.52

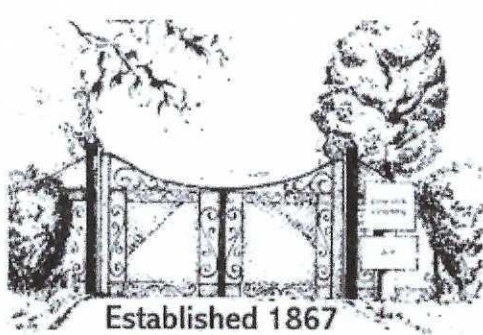
INCOME (City Maintenance Grant):

Total received 1st Quarter	\$ 26,040.00
1st Quarter Expense	\$ 33,402.52
1st Quarter Balance	-\$7,362.52 (negative)

Respectfully submitted,

**LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
SHADY OAKS CEMETERY**

**Tracy Metcalf, Director
January 13, 2022
Prepared By: Tracy Metcalf**



**LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
P.O. BOX 490804
LEESBURG, FLORIDA 34749-0804**

**QUARTERLY REPORT FISCAL YEAR ENDING
9/30/2022
2ND QUARTER – JANUARY – FEBRUARY - MARCH**

EXPENSES:

Cemetery Grounds Maintenance	\$ 2485.55
Shop Building Maintenance	\$ 104.85
Mausoleum Building Maintenance	\$ -0-
General Maintenance	\$ 1,668.36
Tractor, Mower & Small Equipment, Maintenance	\$ 217.02
Equipment Trailer Repair & Tag	\$ 49.98
Gas, Diesel, oil & Grease	\$ 1365.78
Workers' Compensation	\$ 2,558.46
Shady Oaks Utilities	\$ 92.93
Maintenance Employee Insurance	\$ -0-

TOTAL MISCELLANEOUS EXPENSE \$ 8,542.93

PAYROLL: (Maintenance Only)

(3 Full time & 2 part-time employees)

Payroll is take home pay.

Payroll taxes are paid from Lone Oak General Operating Fund

TOTAL PAYROLL EXPENSE: \$ 18,844.85

GRAND TOTAL MAINTENANCE EXPENSE: \$ 27,387.78

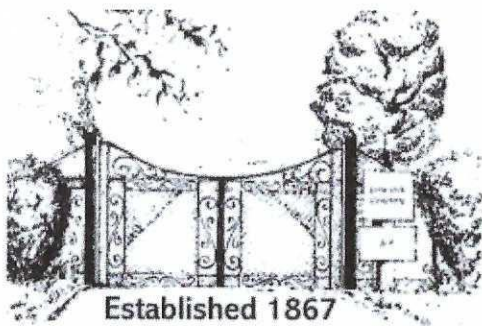
INCOME (City Maintenance Grant):

Total received 2nd Quarter	\$ 26,040.00.	
2nd Quarter Expense	\$ 27,387.78	
2nd Quarter Balance	- \$1,347.78	(negative)

Respectfully submitted,

**LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
SHADY OAKS CEMETERY**

**Tracy Metcalf, Director
April 14, 2022
Prepared By: Tracy Metcalf**



**LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
P.O. BOX 490804
LEESBURG, FLORIDA 34749-0804**

**QUARTERLY REPORT FISCAL YEAR ENDING
9/30/2022
3RD QUARTER – APRIL – MAY - JUNE**

EXPENSES:

Cemetery Grounds Maintenance	\$ 2,376.05
Shop Building Maintenance	\$ 377.89
Mausoleum Building Maintenance	\$ 331.04
General Maintenance	\$ 2,540.91
Tractor, Mower & Small Equipment, Maintenance	\$ 1,029.23
Equipment Trailer Repair & Tag	\$ 26.40
Gas, Diesel, oil & Grease	\$ 1,685.48
Workers' Compensation	\$ 2,558.46
Shady Oaks Utilities	\$ 93.29
Maintenance Employee Insurance	\$ -0-

TOTAL MISCELLANEOUS EXPENSE \$ 11,018.78

PAYROLL: (Maintenance Only)

(5 Full time & 1 part-time employees)

Payroll is take home pay.

Payroll taxes are paid from Lone Oak General Operating Fund

TOTAL PAYROLL EXPENSE: \$ 26,554.83

GRAND TOTAL MAINTENANCE EXPENSE: \$ 11,018.78

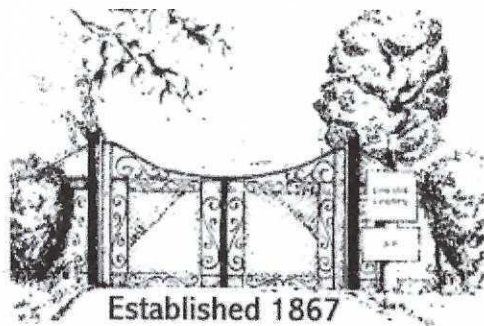
INCOME (City Maintenance Grant):

Total received 3rd Quarter	\$ 26,040.00.
3rd Quarter Expense	\$ 37,573.61
3rd Quarter Balance	-\$ 11,533.61 (negative)

Respectfully submitted,

**LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
SHADY OAKS CEMETERY**

**Tracy Metcalf, Director
July 11, 2022
Prepared By: Tracy Metcalf**



LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
P.O. BOX 490804
LEESBURG, FLORIDA 34749-0804

August 10, 2022

INCOME (City Grant) Quarterly

City Grant Quarterly \$26,040.00

Employees : 4 full time
 2 part-time

Quarterly Totals

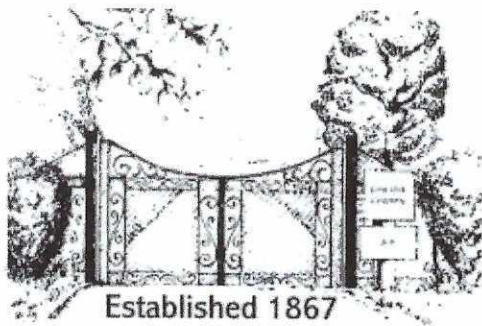
- Employee 1	\$1552.48	\$24,487.52
- Employee 2	\$2353.80	\$22,133.72
- Employee 3	\$5034.24	\$17,099.48
- Employee 4	\$5419.92	\$11,679.56
- Employee 5	\$5736.36	\$ 5943.20
- Employee 6	\$6457.80	\$ -514.60

As you can see if you refer to the 3 prior quarters for this year, the grant does not our payroll, which means we do not have funds for supplies, repairs or maintenance of any sort at the moment. We have had to pull these funds from our general account when needed.

Respectfully submitted,

LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
SHADY OAKS CEMETERY

Tracy Metcalf, Director
August 10, 2022
Prepared By: Tracy Metcalf



LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
P.O. BOX 490804
LEESBURG, FLORIDA 34749-0804

INCOME (City Utility Grant) Yearly

(City Utility Grant) Yearly \$7600.00

October 1, 2021

Payments

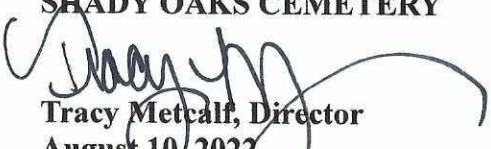
-	1528.49	Nov	\$6071.51
-	750.94	Dec	\$5320.57
-	975.54	Jan	\$4345.03
-	1154.91	Feb	\$3190.12
-	656.50	Mar	\$2533.62
-	1135.49	Apr	\$1398.13
-	719.40	May	\$ 678.73
-	1355.19	June	\$ 676.46
-	1114.37	July	\$1790.83
-	1165.99	Aug	\$2956.82

This account will not be funded again by the city until October 1, 2022

Please note that some of the higher monthly payment figures may include debris pick up charges from the city.

Respectfully submitted,

**LEESBURG CEMETERIES, INC.
LONE OAK CEMETERY
SHADY OAKS CEMETERY**


Tracy Metcalf, Director
August 10, 2022

Prepared By: Tracy Metcalf

Physical Inventory Count Sheet

August 2022	Lone Oak Cemetery	Inventoried By:
	Lawn Maintenance Inventory	Tracy M.

Description	Serial#	Date Purchased	Purchase Price	New/Used	Vendor
John Deere Lawn Tractor	1604204G85930	05/13/2016	\$2042.00	New	Lowes
Kubota Zero Turn Mower	32694-K3131-51001	2013	\$9680.00	New	Mid-Florida Tractor
Kubota Zero Turn Mower	NA	2022	0	NA	Given to us by the City
Kubota Zero Turn Mower	11347	2017	\$10899.00	New	Mid-Florida Tractor
Husqvarna Riding Mower	052615A073294	2016	\$1899.00	New	Lowes
Trailer (City Truck)	27525010030970383	2009	\$1000.00	Used	Midge Dodge
Welder	792363631228	04/12/2019	\$189.00	New	Harbor Freight
Rotto-tiller	NA	10/29/2019	\$80.00	Used	George's Mower
Bench Grinder	W16112382850	07/12/2017	\$654.00	New	Lowes
Backpack Blower	P43214025926	12/5/2016	\$440.00	New	H & M
Backpack Blower	P44614409221	12/5/2016	\$330.00	New	H & M
Trimmer	T94215058099	09/09/2019	\$330.00	New	H & M
Chain Saw	C71915020836	08/28/2019	\$390.00	New	H & M
Pole Saw/Pruner	20174900494	02/12/2019	\$486.00	New	H & M
Fertilizer Spreader	NA	09/27/2019	\$60.00	New	Rural King
Hedge Trimmer	NA	10/05/2018	\$320.00	New	H & M
Honda Pressure Washer	GCBCT-31487183	10/29/2019	\$1000.00	New	Pressure Washer Center
Rancher Chain Saw	062202101	04/20/2007	\$285.00	New	H & M
Precision Trailer Cart	86490016	03/05/2018	\$203.00	New	Rural King
Gravelly Edger	000101+105	09/21/2015	\$360.00	New	H & M
Trimmer	T- 42512062818	05/19/2015	\$275.00	New	H & M
Backpack Blower	P42814136599	03/15/2016	\$318.00	New	H & M
½ inch impact wrench	69916	10/12/2020	\$46.99	New	Harbor Freight
Echo Chain Saw	C67415036889	2/4/2020	\$359.99	New	H & M Mower
ECHO Grass trimmer	U42615008588	11/03/2020	\$299.00	New	H & M Mower

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: September 12, 2022

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending Resolution No. 11,151 correcting a utility service fee that was approved at the August 22, 2022 City Commission meeting; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the corrected Utility Service Fees.

Analysis:

The Utility Service Fee Schedule was amended at the August 22, 2022 City Commission meeting. After a review of the fees with staff, it was determined that the After-Hours connection fees were actually cheaper than the normal next day connection fees. This was due to the line "Each Additional Service" remaining unchanged at \$20.00 instead of the \$50.00 connection/reconnection fee. This correction changes the language regarding the \$20.00 " Each Additional Service" to \$50.00 and clarifies that "Same Day Service" includes a \$55 service fee plus the normal connection fees.

Procurement Analysis:

N/A

Options:

1. Approve the amendment to the Utility Service fees; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

By not charging the adjusted fees, the various Utilities are absorbing some of the costs associated with the various Utility Service Fees.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AMENDING RESOLUTION NO. 11,151 CORRECTING A UTILITY
SERVICE FEE THAT WAS APPROVED AT THE AUGUST 22, 2022 CITY
COMMISSION MEETING; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City Commission originally adopted a Utility Service Fee Schedule by Resolution as prescribed by Ordinance 05-44, adopted May 9, 2005 and was amended by Resolution 8839 on May 1, 2011 and Resolution 11,151 on August 22, 2022.

WHEREAS, it is necessary to amend the Utility Service Fee Schedule to amend certain Utility Service Fees.

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

THAT, it is necessary to change the Utility Service Fee Schedule to adjust the following:

After hours reconnection fee - \$55.00 plus \$50.00 for each additional service
Same Day Service Fee \$55.00 plus connection fees.

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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: September 12, 2022

From: Andi Purvis, (City Clerk)

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

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Temporary Access and Utility Easement from Lake County, a political subdivision of the State of Florida, for the property described therein.

Analysis:

Lake County, a political subdivision of the State of Florida, is granting a Temporary Access and Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Approve Resolution 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 TEMPORARY ACCESS AND UTILITY EASEMENT TO THE CITY OF LEESBURG FROM LAKE COUNTY, FOR THE PURPOSE OF GRANTING THE CITY A TEMPORARY ACCESS AND UTILITY EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Temporary Access and Utility Easement granted to the City of Leesburg by Lake County, a political subdivision of the State of Florida, for the purpose of granting the City a Temporary Access and Utility Easement on, over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2022.

Mayor

ATTEST:

City Clerk

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

TEMPORARY ACCESS AND UTILITY EASEMENT

THIS TEMPORARY ACCESS AND UTILITY EASEMENT ("**Temporary Easement**") is hereby granted by **LAKE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 7800, Tavares, Florida 32778-7800, ("**GRANTOR**," to **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns, a temporary non-exclusive easement for access, ingress and egress, placement and storage of equipment and materials, and construction and installation of utilities, on, over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Temporary Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION FOR "TEMPORARY EASEMENT" ATTACHED HERETO AS EXHIBIT "A"

GRANTEE'S rights in the Temporary Easement Area specifically include the temporary right of ingress and egress and all other rights and privileges reasonably necessary or convenient for accessing, constructing, installing, altering, rebuilding, maintaining, repairing, removing, connecting, and operating utility improvements, including, but not limited to, water, wastewater, reclaimed water, natural gas and electricity lines and related facilities (the "**Facilities**"), in adjacent utility easements owned by **GRANTEE**. Unless extended by written notice executed and recorded by **GRANTOR**, this Temporary Easement shall terminate without the need for further notice or action by either **GRANTOR** or **GRANTEE** on **June 30, 2023**.

GRANTOR shall not obstruct or interfere with **GRANTEE'S** rights as described herein; however, **GRANTOR** may use the Temporary Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein. **GRANTEE** will restore the Temporary Easement Area to the condition existing prior to **GRANTEE'S** use of the Temporary Easement Area. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

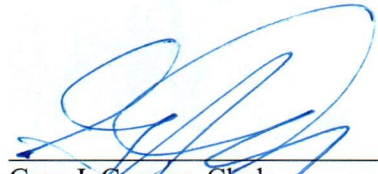
GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Temporary Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Temporary Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Temporary Easement. The rights, privileges, and burden of the Temporary 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,

TEMPORARY ACCESS AND UTILITY EASEMENT TO THE CITY OF LEESBURG

franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



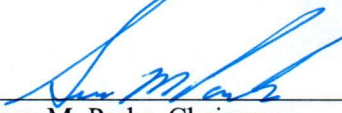
Approved as to form and legality:



Melanie Marsh, County Attorney

GRANTOR:

LAKE COUNTY through its BOARD OF
COUNTY COMMISSIONERS

By: 

Sean M. Parks, Chairman

Dated: August 9, 2022

EXHIBIT "A" – Page 1 of 2

EXHIBIT "A"

TEMPORARY ACCESS AND UTILITY EASEMENT: LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

LAKE COUNTY, FLORIDA PARCELS IDENTIFICATION NUMBERS:

13-19-25-0002-000-22800 AND 13-19-25-0002-000-04800

A 20.00 FOOT WIDE TEMPORARY EASEMENT FOR THE INSTALLATION OF UTILITIES LYING 10.00 FEET, WHEN MEASURED AT RIGHT ANGLES, FOR THE FOLLOWING DESCRIBED CENTERLINE OF SAID TEMPORARY EASEMENT:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 473 AND WESTERLY RIGHT OF WAY OF NORTHERN AVENUE PER THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11509-2601, AS RECORDED IN ROAD MAP BOOK 8, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, RUN N. 02°37'18" W., A DISTANCE OF 167.42 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT EASEMENT, WHEN MEASURED AT RIGHT ANGLES; THENCE FROM POINT OF BEGINNING, RUN S. 65°34'00" W., A DISTANCE OF 200.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE, LESS THE RIGHT OF WAY OF SAID COUNTY ROAD 473.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: Sketch's herein are to show a graphical representation of the lands described herein.
- 3: This sketch was prepared for the City of Leesburg and its assign's as their interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown herein, are relative to assumed datum and are Based on right of way survey information provided by Lake County Public Works, Lake County, Florida
- 7: This sketch and description contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 13-19-25



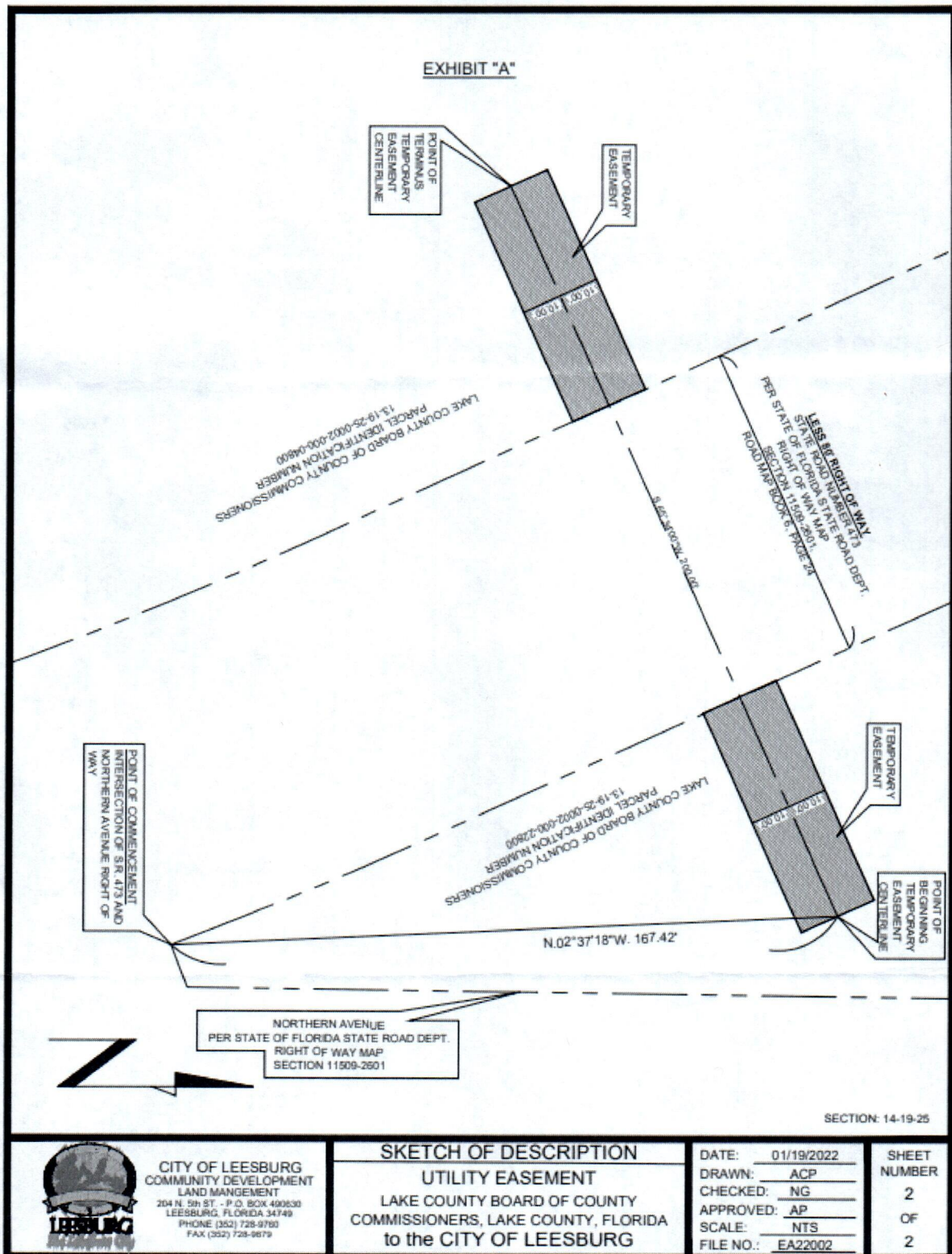
CITY OF LEESBURG
COMMUNITY DEVELOPMENT
LAND MANAGEMENT
354 N. 5th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-6050
FAX (352) 728-4879

SKETCH OF DESCRIPTION
UTILITY EASEMENT
LAKE COUNTY BOARD OF COUNTY
COMMISSIONERS, LAKE COUNTY, FLORIDA
to the CITY OF LEESBURG

DATE: 01/19/2022
DRAWN: ACP
CHECKED: NG
APPROVED: AP
SCALE: NTS
FILE NO.: EA22002

SHEET
NUMBER
1
OF
2

EXHIBIT "A" – Page 2 of 2



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: September 12, 2022

From: Andi Purvis, (City Clerk), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Vacant Land Contract and Pre-Closing Occupancy Addendum to Vacant Land Contract with Junias Desamour and Marie Perpetue Desamour for the purchase of vacant land located on Center Street to accommodate stormwater treatment improvements; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the execution of a Vacant Land Contract and Pre-Closing Occupancy Addendum to Vacant Land Contract for the property described therein.

Analysis:

This property was identified for acquisition in connection with the City of Leesburg Center Street Stormwater Retrofit project. Although the sale will not close until January, 2023 due to certain constraints on the sellers, the pre-closing occupancy addendum will allow the City to immediately take possession of the property and commence design and construction of a stormwater pond to retrofit and treat run-off discharging into Benton Pond from Center Street.

Procurement Analysis:

On May 13, 2022, the City entered into the Stormwater Grant Program Agreement to Fund City of Leesburg Center Street Stormwater Retrofit with the Lake County Water Authority ("LCWS"), whereby LCWA agreed to assist the City in the funding, on a cost reimbursement basis, of land acquisition and construction of the stormwater pond.

Options:

1. Approve and adopt the Resolution 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 THE MAYOR AND CITY CLERK TO EXECUTE A VACANT LAND CONTRACT AND PRE-CLOSING OCCUPANCY ADDENDUM TO VACANT LAND CONTRACT WITH JUNIAS DESAMOUR AND MARIE PERPETUE DESAMOUR FOR THE PURCHASE OF VACANT LAND LOCATED ON CENTER STREET TO ACCOMMODATE STORMWATER TREATMENT IMPROVEMENTS; 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 Vacant Land Contract with Junias Desamour and Marie Perpetue Desamour, husband and wife, whose address is 340 Mapleview Court, Lake Mary, Florida 32746, to purchase the vacant land located at Center Street, Leesburg, FL (Alternate Key Numbers 1726280, 1700264, 1175208, and 1349125), together with a pre-closing occupancy addendum.

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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

Vacant Land Contract

- 1* **1. Sale and Purchase:** Junias Desamour and Marie Perpetue Desamour, husband and wife ("Seller")
2* and City of Leesburg, Florida, a municipal corporation ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: Vacant Land - Center Street, Leesburg, Florida 34748 (Alt. Key No. 1726280, 1700264, 1175208, and 1349125)
6* Legal Description: _____
7 See attached Exhibit "A"
8 _____
9 _____
10 _____
11* SEC 22 /TWP / 19 /RNG 24 of Lake County, Florida. Real Property ID No.: _____
12* including all improvements existing on the Property and the following additional property: N/A
13* _____
- 14* **2. Purchase Price:** (U.S. currency) \$ 45,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: Stone & Gerken, P.A.
17* Escrow Agent's Contact Person: Mary Ludwig
18* Escrow Agent's Address: 632 E. Fifth Ave., Mount Dora, Florida 32757
19* Escrow Agent's Phone: 352-887-1700
20* Escrow Agent's Email: mary@stoneandgerken.com
- 21 **(a)** Initial deposit (\$0 if left blank) **(Check if applicable)**
22* ☐ accompanies offer
23* ☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
24* after Effective Date \$ 1,000.00
- 25 **(b)** Additional deposit will be delivered to Escrow Agent **(Check if applicable)**
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period..... \$ _____
- 28* **(c)** Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
29* **(d)** Other: \$ _____
- 30 **(e)** Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds..... \$ 44,000.00
- 32* **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation: _____
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
39* delivered to all parties on or before August 24, 2022, this offer will be withdrawn and **Buyer's** deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has**
42 **signed or initialed and delivered this offer or the final counter-offer.**
- 43* **4. Closing Date:** This transaction will close on or before January 2, 2023 ("Closing Date"), unless specifically
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but
45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable) See additional terms for contingency.

(a) ☐ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☒ within 30 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 20 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 120 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on deed~~

~~Recording fees for documents needed to cure title~~

~~Title evidence (if applicable under Paragraph 8)~~

~~Estoppel Fee(s)~~

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Taxes on deed, recording fees for documents needed to cure title, estoppel fee(s)

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Craig Yox / License No. BK512601
Seller's Sales Associate/License No.

N/A
Buyer's Sales Associate/License No.

cyox@eragrizzard.com

Seller's Sales Associate Email Address

N/A

Buyer's Sales Associate Email Address

352-255-6002

Seller's Sales Associate Phone Number

N/A

Buyer's Sales Associate Phone Number

ERA Grizzard

Listing Brokerage

N/A

Buyer's Brokerage

1300 Citizens Blvd., Suite 300, Leesburg, FL 34748

Listing Brokerage Address

N/A

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

☐ A. Back-up Contract

☒ B. Other Pre-Closing Occupancy Addendum

23. Additional Terms:

This Contract is conditioned up approval by the City Commission of the City of Leesburg, Florida and upon approval by the City of Leesburg Community Redevelopment Agency.

Without limiting the generality of Section 9(a)(1), Buyer may, at Buyer's expense, conduct and/or obtain an appraisal, an environmental audit/inspections, including a Phase II, survey, wetlands delineation, and similar studies, tests or inspections during the Feasibility Period.

Seller agrees to allow Buyer to mow the property prior to closing to determine if there is any garbage or waste dumped on the Property.

Buyer agrees to cover all closing costs of this transaction, including any Broker fees and commissions.

Stone & Gerken, P.A. will be title and closing agent for this transaction.

Buyer agrees to build a plaque in the name of the Seller and establish it at the Stormwater site.

Buyer and Seller agree that this contract is contingent upon Buyer receiving grant funds pursuant to that certain Stormwater Grant Program Agreement to Fund City of Leesburg Center Street Stormwater Retrofit by and between the City of Leesburg and Lake County Water Authority dated May 13, 2022.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

City of Leesburg, Florida, a municipal corporation

Buyer: _____ Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: 501 West Meadow Street, Leesburg, FL 34748

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: Junias Desamour

Seller: _____ Date: _____

Print name: Marie Perpetue Desamour

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-13 Rev 2/20

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383 **Seller's** address for purpose of notice:
384* Address: **340 Maplevue Court, Lake Mary, FL 32746**
385* Phone: _____ Fax: _____ Email: _____

386* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
387 **final offer or counter-offer.)**

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EXHIBIT A

Legal Description

Lot B-1, HANSON'S ADDITION TO THE CITY OF LEESBURG, FLORIDA, according to the Plat thereof, recorded in Plat Book 9, Page 64, of the Public Records of Lake County, Florida.

AND

The East 20.0 feet of MOSS STREET lying West of Lot B-1, HANSON'S ADDITION TO THE CITY OF LEESBURG, FLORIDA, according to the Plat thereof, recorded in Plat Book 9, Page 64, of the Public Records of Lake County, Florida.

AND

That part of the East 139.9 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida, lying Northerly of HANSON'S ADDITION TO THE CITY OF LEESBURG, FLORIDA, according to the Plat thereof, recorded in Plat Book 9, Page 64, of the Public Records of Lake County, Florida.

AND

Beginning at the Northeast corner of Lot D-3 of HANSON'S ADDITION TO THE CITY OF LEESBURG, FLORIDA, according to the Plat thereof, recorded in Plat Book 9, Page 64, of the Public Records of Lake County, Florida, run thence East 110.0 feet; thence North 100.0 feet; thence South 100.00 feet to the Point of Beginning; all lying and being Section 22, Township 19 South, Range 24 East, Lake County, Florida.

AND

Beginning 564.3 feet South and 525.0 Feet East of the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 19 South, Range 24 East, Lake County, Florida, run South to a point 160.0 feet East of the Northeast corner of Lot D-8 of HANSON'S ADDITION TO THE CITY OF LEESBURG, FLORIDA, according to the Plat thereof, recorded in Plat Book 9, Page 64, of the Public Records of Lake County, Florida; thence West 160.0 feet; thence Northwesterly along aforesaid subdivision line to a point West of the point of beginning; thence East to the point of beginning.

PRE-CLOSING OCCUPANCY ADDENDUM TO VACANT LAND CONTRACT

THIS PRE-CLOSING OCCUPANCY ADDENDUM (the "Lease") is hereby made and entered into on the ____ day of _____, 2022, by and between **Junias Desamour and Marie Perpetue Desamour, husband and wife**, whose address is 340 Mapleview Court, Lake Mary, Florida 32746 (collectively referred to herein as the "Landlord") and **The City of Leesburg, a Florida municipal corporation**, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "Tenant").

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 real property described in the purchase contract to which this Lease is an attached addendum (the "Contract") for the purpose of allowing Tenant to commence design and construction of certain utility improvements on the Property prior to closing.

2. TERM. The term of this Lease shall commence immediately upon execution of this Lease and shall terminate on the closing date of the Contract, unless sooner terminated in accordance with the terms and conditions hereof or applicable Florida law, or unless sooner terminated by subsequent written agreement executed by the parties hereto.

3. RENT. Commencing on September 1, 2022 ("Rent Commencement Date"), and continuing during the term of this Lease, Tenant shall pay rent to Landlord in equal monthly installments of FOUR HUNDRED FIFTY AND NO/100 Dollars (\$450.00), together with any applicable sales tax. All rent and applicable sales tax payments are due in advance, on or before the first (1st) day of each month and are late on the fifth (5th) day of each month. All rent and other payments due to Landlord shall be delivered to the Escrow Agent as listed in the Contract and said payments shall be credited towards the purchase price of the Property at closing. Landlord shall be entitled to payment of the rent if Tenant terminates the Contract prior to closing.

4. TAXES.

a. Sales Tax and Personal Property Taxes. In addition to rent, Tenant shall pay all sales tax due in connection with each payment of rent to Landlord. Tenant shall solely be responsible for any and all personal property taxes assessed or imposed in connection with Tenant's use of the Property.

b. Real Estate Taxes. Landlord shall pay and discharge all ad valorem real property taxes for the Premises.

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

6. USE.

a. Permitted Use. Tenant shall be entitled to possession of the Property and may commence design and construction of utility improvements on the Property; to seek any and all approvals and/or permits related to all such work; and to conduct inspections consistent with the Contract. Prior to performing any construction or installation of utility pipes, equipment, and related facilities, Tenant shall furnish copies of plans to Landlord and shall reasonably consult with Landlord in good faith regarding such construction. Tenant shall be responsible for complying with all laws and governmental requirements relating to Tenant's use but Landlord shall cooperate in good faith with Tenant on executing any applications, joinders, or other instruments reasonably related to Tenant's activities and use of the Property.

b. No Offensive or Illegal Use. No use of the Premises during the Lease Term shall be offensive to the neighborhood or surrounding properties. 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.

7. ASSIGNMENT OR SUBLETTING. Neither party shall assign, sublet, or otherwise transfer this agreement in whole or in part without the express written consent of the other party.

8. INDEMNIFICATION.

Except for instances of Landlord's own negligence or misconduct, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, and damages arising out of or related to Tenant's use and occupancy of the Property pursuant to this Lease.

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 or sales tax when due; (b) Tenant violates any other term or conditions of 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 this 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, Landlord may terminate this 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.

10. TERMINATION. This Lease will automatically terminate without further notice upon closing of the Contract or upon Tenant's termination of the Contract. Otherwise, Landlord may terminate this Lease for default as set forth in Section 9 hereof.

11. LIENS. The interest of Landlord in the Property shall not be subject in any way to any liens, including but not limited to construction liens for any improvements to the Property made by or on behalf of Tenant. Tenant shall keep the Premises free and clear from all liens related to any work performed by Tenant, and shall indemnify, defend, save, and hold Landlord harmless from any and all such claims or liens. 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 Property. 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 with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required.

13. MAINTENANCE. Tenant shall maintain the Property in reasonable condition and shall restore any damages to the Property arising out of Tenant's use or possession of the Property

14. SUBORDINATION. This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages.

15. END OF TERM. Upon Landlord's termination of this Lease pursuant to Section 9 or upon Tenant's termination of this Lease pursuant to Section 10, Tenant shall surrender the Premises to Landlord in a condition comparable to when Tenant initially took possession.

16. ATTORNEYS' FEES. Except as otherwise provided in this Lease, the prevailing party in any litigation arising out of or in any manner based on or relating to this Lease, shall be entitled to recover from the losing party reasonable attorneys' fees and costs, including fees in all appellate proceedings.

17. 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 address listed for Tenant on the first page of this Lease. 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 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.

18. QUIET ENJOYMENT. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, or mortgages encumbering the Center.

19. CONSTRUCTION; MODIFICATION. This Lease and the Contract shall constitute the entire agreement of the parties concerning Tenant's pre-closing occupancy of the Property. This Lease may only be modified by a written instrument executed by both parties.

20. 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.

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

SELLER/LANDLORD:

BUYER/TENANT:

CITY OF LEESBURG

Junias Desamour

Signature

Print

Marie Perpetue Desamour

Title

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: September 12, 2022

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with Leesburg Aquatics Club, Inc for usage of the Leesburg's H.O. Dabney Aquatic Center; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the facility usage agreement.

Analysis:

The Leesburg Aquatics Club Inc., a/k/a Leesburg Titans Swim Team, is the youth swim team that utilized the Venetian Gardens Pool prior to its demolition. The Club temporarily moved to Fruitland Park and would now like to relocate back to Leesburg. The attached agreement sets forth the cost, guidelines, and procedures for the utilization of the facility. The proposed rates are \$250 per month, an additional \$500 per month for any month that the pool heater is utilized, and \$200 per swim meet hosted at the facility. The agreement also specifies safety precautions, including the use of certified lifeguards at all practices and meets at no cost to the City. Utilization of the facility will be coordinated to have minimal impact on other recreation aquatics programs and open swim times. The final schedule for dates and times is to be determined by the Recreation Manager and Recreation staff.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The estimated City revenues are as follows:

\$250 per month or \$3,000 per year for utilization of the facility

\$500 per month utility fee for heater use (approx. \$2,000 per year - weather dependent)

\$200 per swim meet (Number of meets TBD)

Account No. 001-0000-369-0600

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH LEESBURG AQUATICS CLUB, INC FOR USAGE OF
THE LEESBURG'S H.O. DABNEY AQUATIC CENTER; 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 Leesburg Aquatics Club, Inc. whose address is P.O. Box 490475, Leesburg, FL 34749, for the scheduled use of Leesburg's H.O. Dabney Aquatic Center.

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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

AGREEMENT

This Agreement is made on _____ between **Leesburg Aquatics Club, Inc.**, a Florida not-for-profit corporation, (“Leesburg Aquatics”), P.O. Box 490475, Leesburg, FL 34749 and the **City of Leesburg** for the Parks and Recreation Department (“the City”), 501 W Meadows, Leesburg, Florida 34748 to use the City’s swimming pool for swim practice.

The parties agree to the following terms and conditions: This Agreement between the two parties will be valid from October 1st 2022 until September 30, 2023 except if otherwise terminated as provided below:

1. Leesburg Aquatics may use the pool located at 312 Pine Street (the “Pool”) on a non-exclusive basis in exchange for payment to the City in the monthly amount of \$250.00 for each month or partial month that Leesburg Aquatics uses the City’s swimming pool. This Agreement includes access to the Pool and associated pool deck, restrooms, and storage room (collectively the “Pool Facilities”). Access to the storage room is for the limited purpose of accessing and using available City owned equipment; no storage of personal items is permitted in the storage room. Access to the concession stands and lifeguard facilities are NOT included under this Agreement. Any month of use which the heater is in operation, the monthly charge will be \$500. The heater will be in operation anytime that the water temperature is below 76 degrees. Payment shall be due and payable to the City on or before the first of each month commencing October 1, 2022 and continuing each month as provided for herein for the term of this Agreement.
2. Leesburg Aquatics shall provide, at its sole expense, a dedicated certified lifeguard on stand whose sole purpose is to guard and shall not be involved with coaching during Leesburg Aquatics use of the Pool. The lifeguards will be paid directly by Leesburg Aquatics. This Agreement does not however grant Leesburg Aquatics access to the lifeguard facility.
3. Leesburg Aquatics may use the Pool for its practices up to 8 hours per week, and for an additional fee of \$200 per swim meet, may utilize the Pool and Pool Facilities for swim meets. The City of Leesburg Recreation Manager and Leesburg Aquatics will work together to determine time schedules for Leesburg Aquatics’ usage based on availability of the Pool and Pool Facilities.
4. Insurance: Leesburg Aquatics, at its expense, shall acquire and maintain at all times liability insurance in the amounts specified by the City, including but not limited to, workers’ compensation, required to cover its staff, employees and lifeguards who are involved in the performance of its obligations pursuant to this Agreement. Leesburg Aquatic’s insurance shall name the City of Leesburg as an additional insured and as a certificate holder. Leesburg Aquatics shall provide a copy of all current certificates of insurance and endorsements, naming the City as an additional insured and a certificate holder, required hereunder to City within five (5) business days of execution of this Agreement by both parties.

5. City shall not be liable for any damages, actions, suits, claims, or demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of Leesburg Aquatics' use of the Pool or Pool Facilities pursuant to this Agreement. In that regard, Leesburg Aquatics shall indemnify and defend and hold harmless the City, its commissioners, managers, representatives, manager, officers, directors, agents, employees, and insurers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of or related to this Agreement and/or Leesburg Aquatics' use of the Pool and/or Pool Facilities, including, but not limited to, those arising out of injury to or death of any individuals, whether arising before, during, or after use of the Pool and/or Pool Facilities, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Leesburg Aquatics or its employees, lifeguards, agents, or volunteers. The City shall not be liable for lost or stolen items.
6. If Leesburg Aquatics fails to timely make the necessary payment twice in a row, the City may terminate this Agreement immediately, and Leesburg Aquatics will be charged an administrative termination fee of two hundred dollars (\$200.00) in addition to any other sums due and owing to the City. Leesburg Aquatics will be required to pay the City all outstanding monies owed plus the administrative termination fee.
7. DISPUTE RESOLUTION.
 - a. The City and Leesburg Aquatics acknowledge that issues may arise between the parties during the term of this agreement. It is the intent of the parties that any such issues or disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
 - b. To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. If Leesburg Aquatics identifies an issue or the City identifies an issue, the issue should be discussed by the Recreation Manager of the City and a Representative for Leesburg Aquatics, and if possible, resolved at this level.
 - c. If the disagreement cannot be resolved at the initial level, the Recreation Director of the City and a Representative for Leesburg Aquatics shall meet and discuss and attempt to resolve the issue. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available.
8. Leesburg Aquatics shall at all times comply with all applicable laws, ordinances, and regulations, including child care regulatory requirements and City of Leesburg Facilities rules and regulations. Failure to do this could result in termination of this Agreement at the sole discretion of the City.
9. Governing Law/Venue and Jurisdiction: This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction regularly sitting in Lake County, Florida.
10. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto and merges and terminates all prior or verbal negotiations with regard hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.

11. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida “Public Records” law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the Leesburg Aquatics office or facility.

Approved by the City Commission of the City of Leesburg, Florida this _____

CITY COMMISSION OF THE CITY OF Leesburg, FLORIDA

, MAYOR

ATTEST: (SEAL)

, CITY CLERK

LEESBURG AQUATICS CLUB, INC.

By: _____
Walter Birriel, President

By: _____
Frederick White, Secretary

Dated: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: September 12, 2022

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 a Fifth Amendment to the Amended and Restated Ground Lease between the City of Leesburg and Ski Beach Bar & Grill, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Fifth Amendment to Amended and Restated Ground Lease as presented.

Analysis:

At the request of the owner, Randy Keuntjes, this Fifth Amendment gives the Ski Beach Bar & Grill, LLC the formal address of 21 Dozier Court, Leesburg, Florida 34748. This amendment is needed for the restaurant to obtain its Alcohol License.

Procurement Analysis:

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 A
FIFTH AMENDMENT TO THE AMENDED AND RESTATED GROUND
LEASE BETWEEN THE CITY OF LEESBURG AND SKI BEACH BAR &
GRILL, LLC; 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 Fifth Amendment to the Amended and Restated Ground Lease agreement with Ski Beach Bar & Grill, LLC, a Florida limited liability company, whose address is 21 Dozier Court, 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 12th day of September 2022.

Mayor

ATTEST:

City Clerk

**FIFTH AMENDMENT TO AMEND AND
RESTATE GROUND LEASE**

This fifth amendment to amend and restate the gound lease between the **CITY OF LEESBURG, FLORIDA**, as Landlord, and **SKI BEACH BAR & GRILL, LLC**, a Florida limited liability company, as Tenant,

WITNESSETH:

The parties previously entered into the "Original Lease" on July 24, 2018. The purpose of this amendment is to provide an official address for the land being leased by the Tenant by the Landlord.

NOW THEREFORE, in consideration of the Amended Lease, the mutual covenants and promises contained in this amendment, in the sum of \$10.00, and other good and valuable considerations acknowledged in hand paid to the Landlord and Tenant agree to amend the Lease as set forth below:

1. **PROPERTY ADDRESS:**

The lease property shall formally receive the following address:

**21 Dozier Court
Leesburg, Florida 34748**

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on this 12th day of September, 2022.

BY: _____
Mike Pederson, Mayor City of Leesburg

ATTEST: _____
J. Andi Purvis, City Clerk

BY: _____
Randy Keuntjes, Manager
Ski Beach Bar & Grill, LLC

ATTEST: _____
Witness

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: September 12, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 99.72 +/- acres, and being generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Mar-Jo Pines)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Mar Jo Pines Windmill Subdivision.

Analysis:

The applicant has submitted a request for annexation of approximately 99.72 acres of land generally located east of U.S. Highway 27 and north of Windmill Road, as shown on the attached General Location Map. At this time, the property is non-agricultural acreage and timber. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is for a single-family residential subdivision.

The property is surrounded by City PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on May 19, 2022.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 99.72 +/- ACRES, AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for approval of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

Section 1

Based upon the petition of Aaron Struckmeyer, P.E. for Pulte Home Company, LLC, (Greg Beliveau, LPG Urban & Regional Planners, Inc, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or

hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 3;

Section 3.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

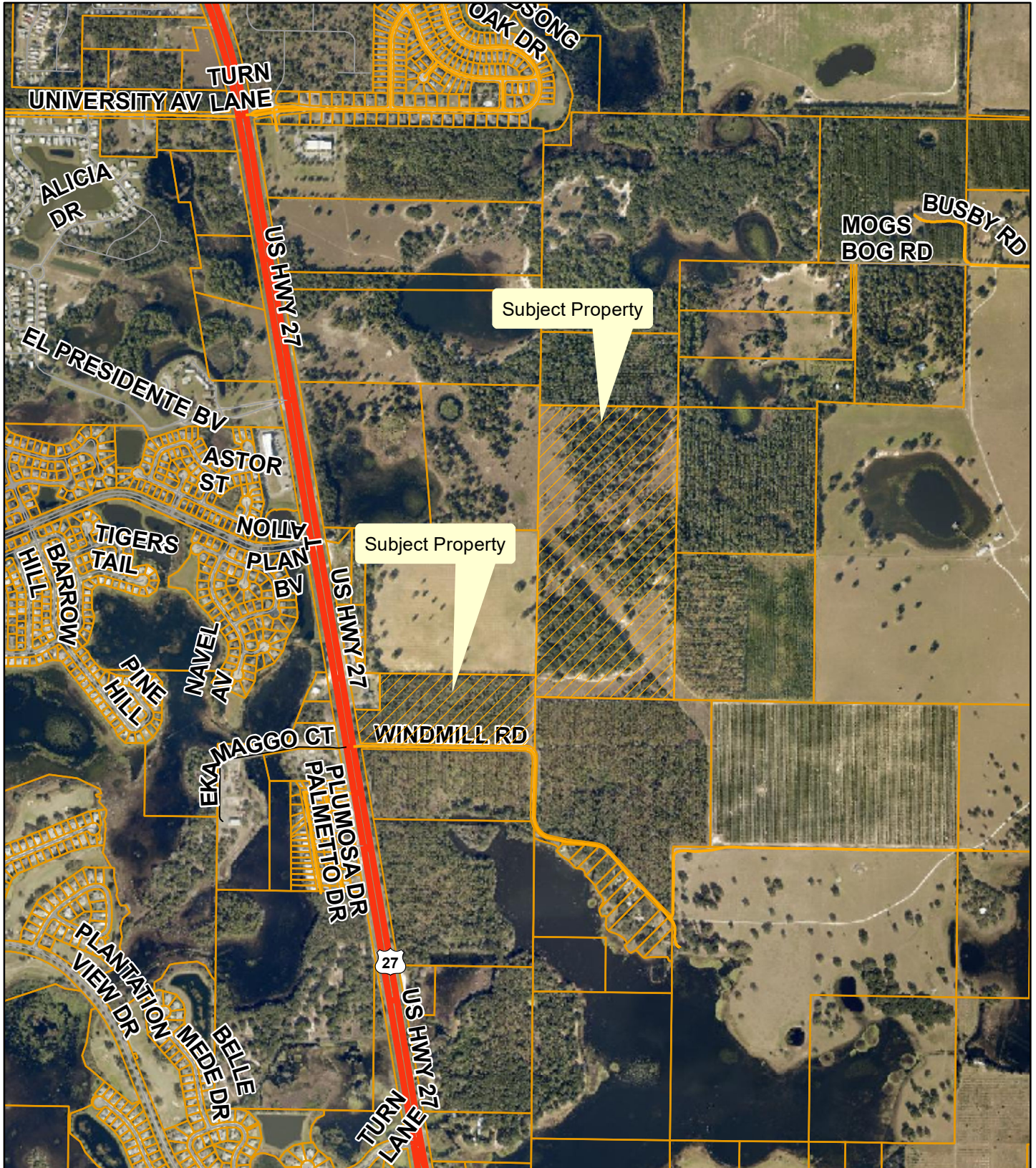
LEGAL DESCRIPTION

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

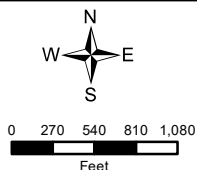
COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 330.66 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE RUN S.89°11'16"E., ALONG SAID NORTH LINE, A DISTANCE OF 1433.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4 WHICH IS LOCATED 1.32 FEET EASTERLY OF A RECOVERED ROUND CONCRETE MONUMENT BEING CERTIFIED CORNER RECORD #34403; THENCE RUN N.00°41'13"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2464.85 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

Aerial



**Planning
& Zoning
Division**

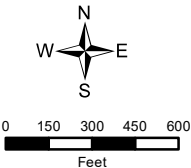


Mar Jo Pines Windmill
Windmill Road Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
March 25, 2022

Surrounding Land Uses

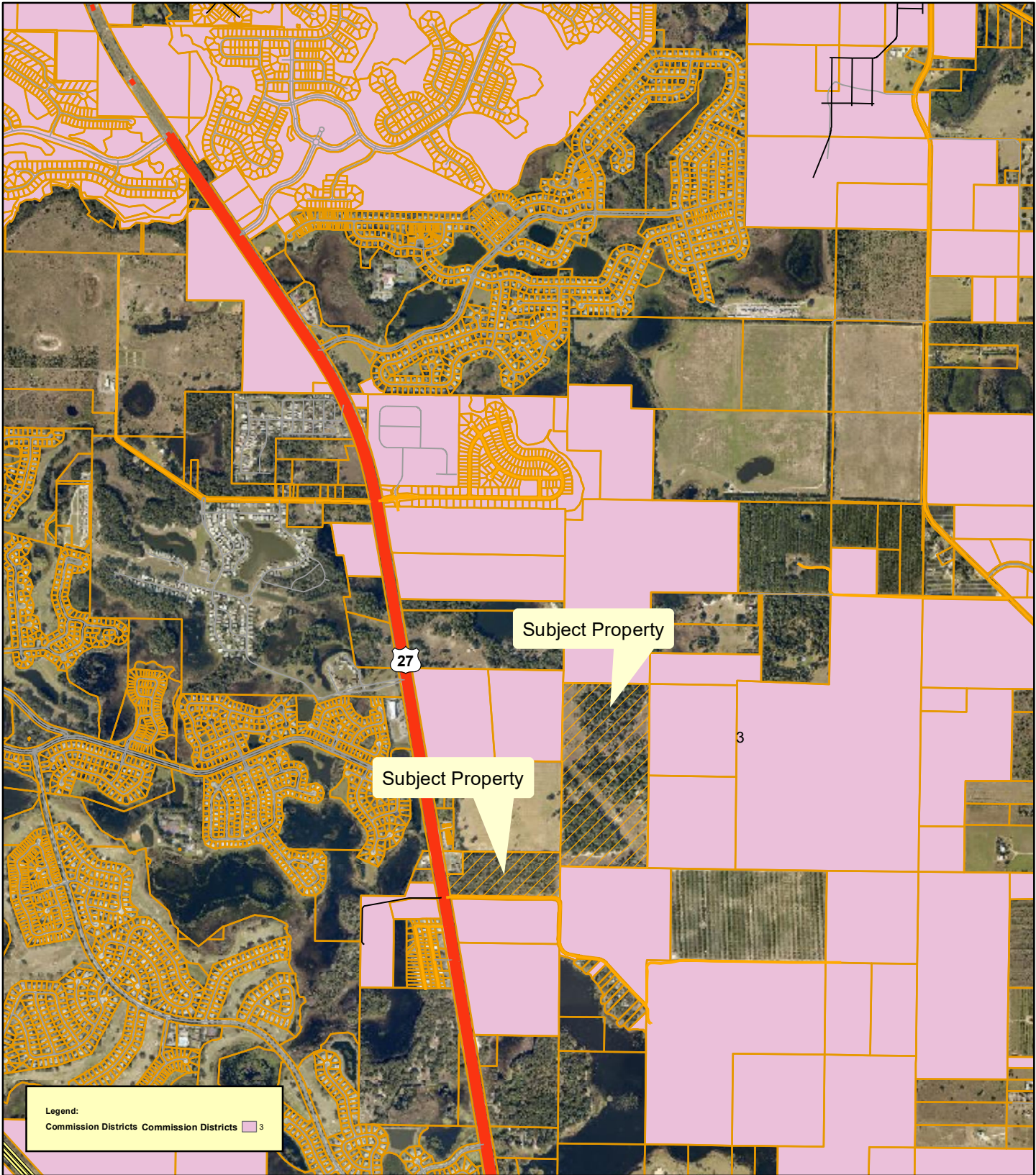


**Planning
& Zoning
Division**

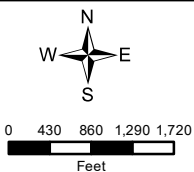


Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

Commission District

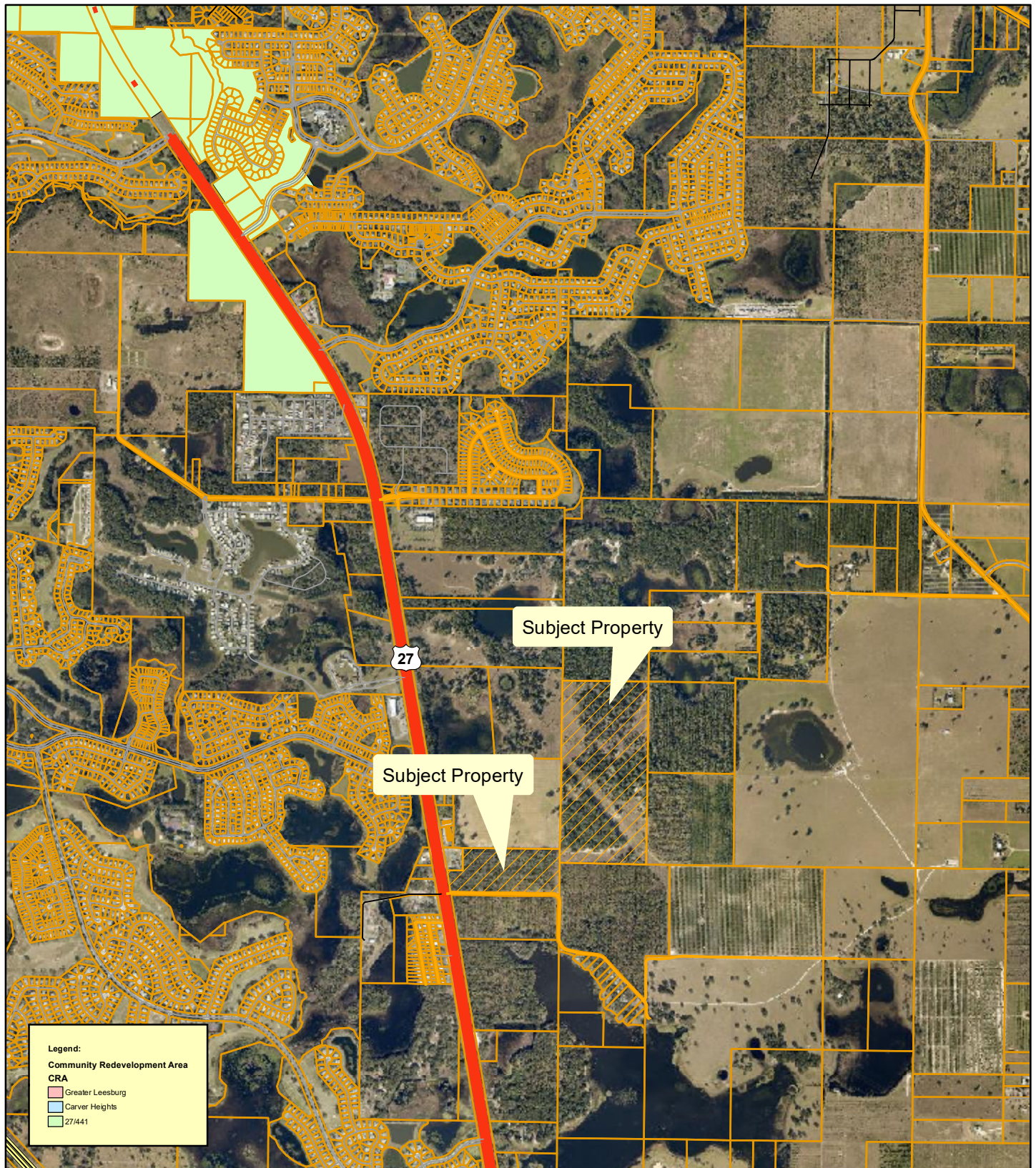


**Planning
& Zoning
Division**

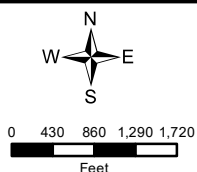


Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

Community Redevelopment Area



**Planning
& Zoning
Division**



Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 19, 2022

OWNER: Mar-Jo Pines, LLC, Chait Allan et al

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development

PROJECT: Mar-Jo Pines Windmill Subdivision

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 22-73; PUD-22-74

GENERAL LOCATION: The property is generally located east of US Highway 27 and north of Windmill Road.

FUTURE LAND USE DESIGNATION: Lake County Rural, Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Neighborhood Mixed Use

South – Estate Residential

East – Neighborhood Mixed Use; Estate Residential

West – Estate Residential; Institutional; Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – PUD (Planned Unit Development)

South – PUD (Planned Unit Development)

East – PUD (Planned Unit Development)

West – PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Non-agricultural acreage; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: September 12, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 99.72 +/- acres from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 99.72 +/- acres from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 99.72 acres. The property is generally located east of U.S. Highway 27 and north of Windmill Road. Currently, the property is non-agricultural acreage and timber. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designations of Neighborhood Mixed Use, Estate Residential, Institutional, and Lake County Rural Transition are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 19, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 99.72 +/- ACRES FROM LAKE COUNTY RURAL AND LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 99.72 acres of land generally located east of U.S. Highway 27 and north of Windmill Road from Lake County Rural and Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County Florida;

Section 2.

That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.

All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

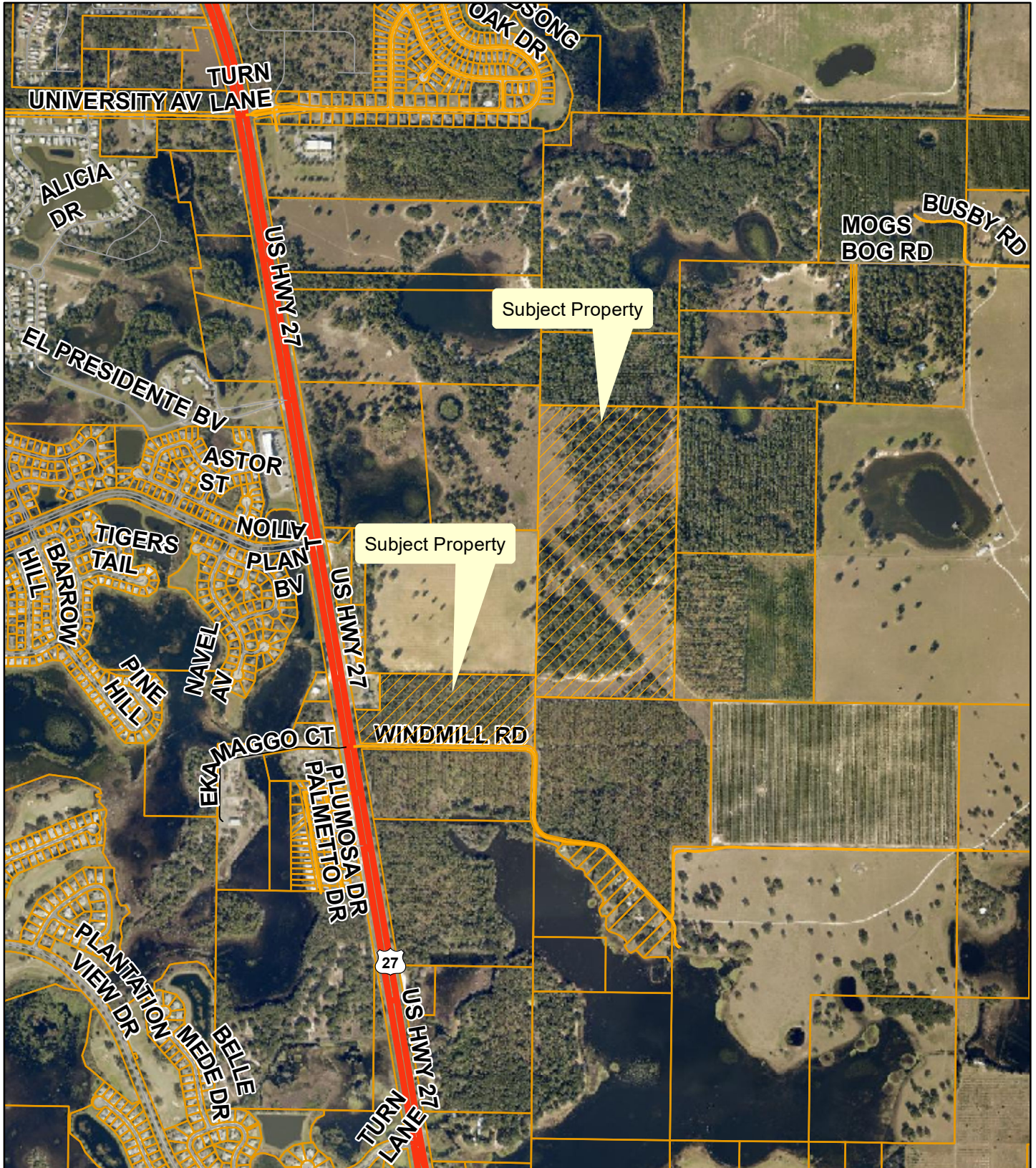
LEGAL DESCRIPTION

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

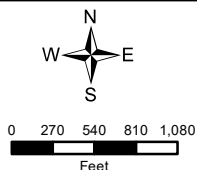
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CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

Aerial

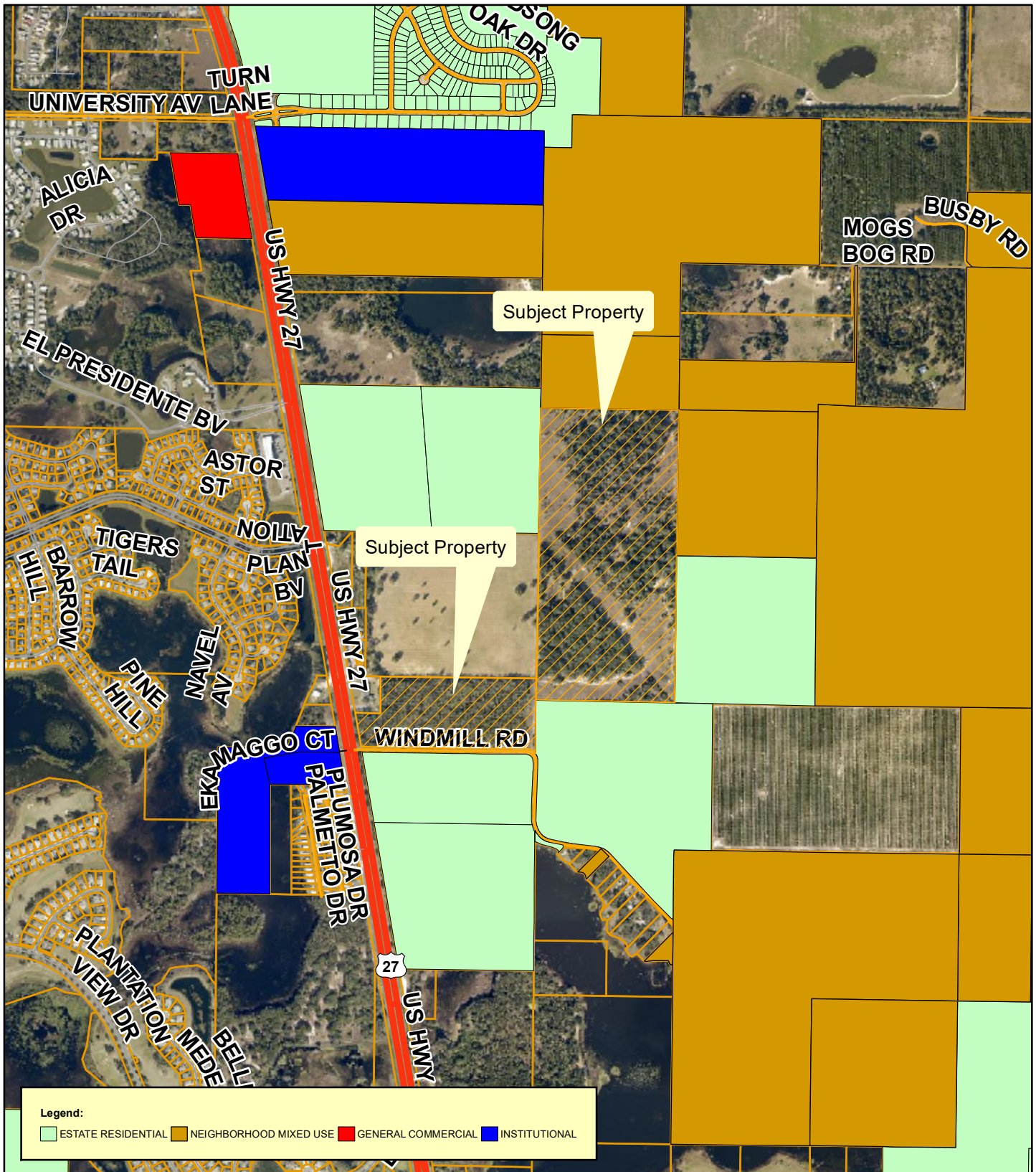


**Planning
& Zoning
Division**

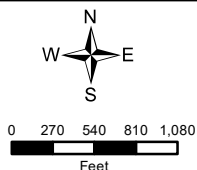


Mar Jo Pines Windmill
Windmill Road Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
March 25, 2022

Future Land Use

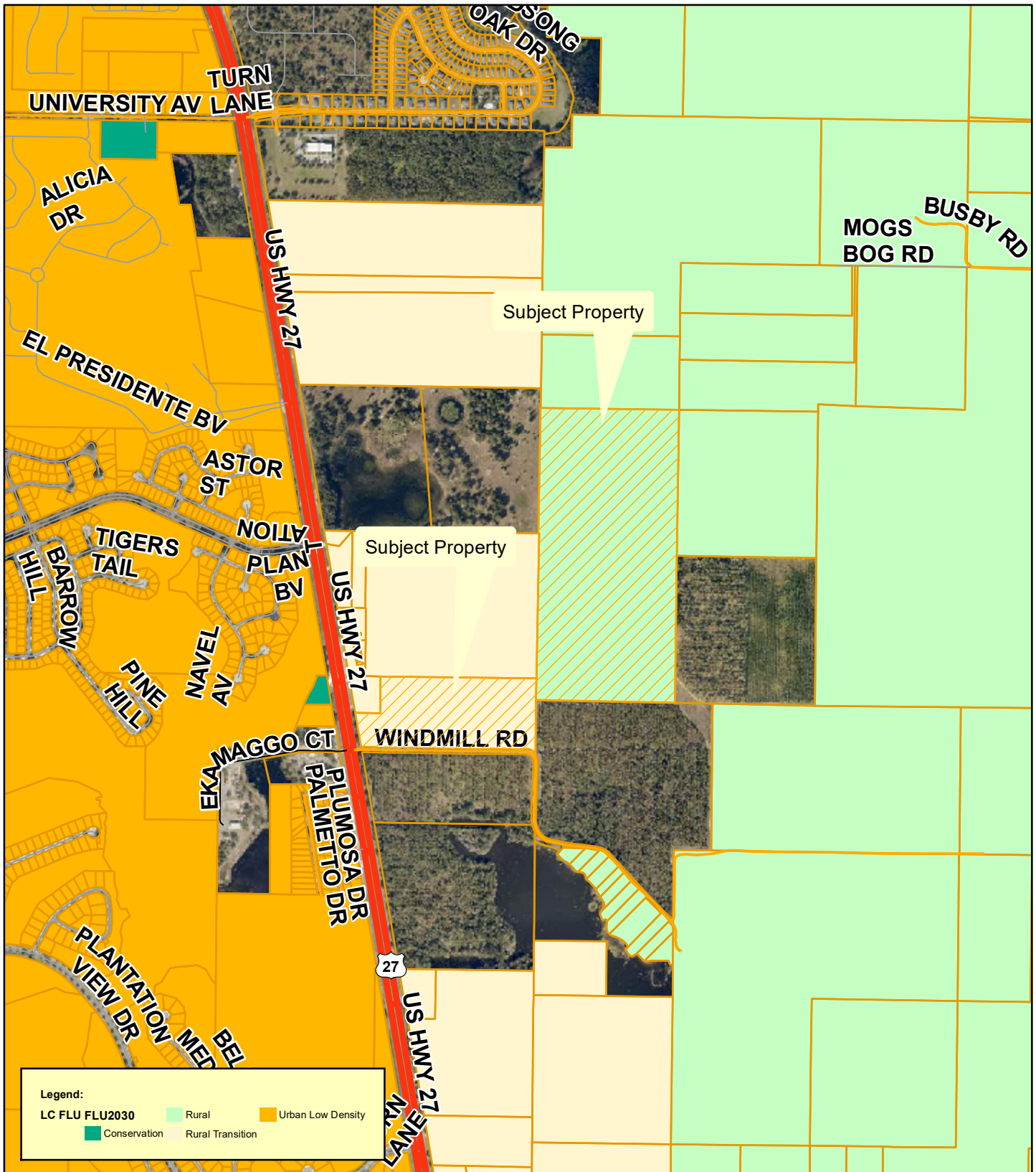


**Planning
& Zoning
Division**

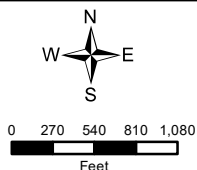


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

Lake County Future Land Use

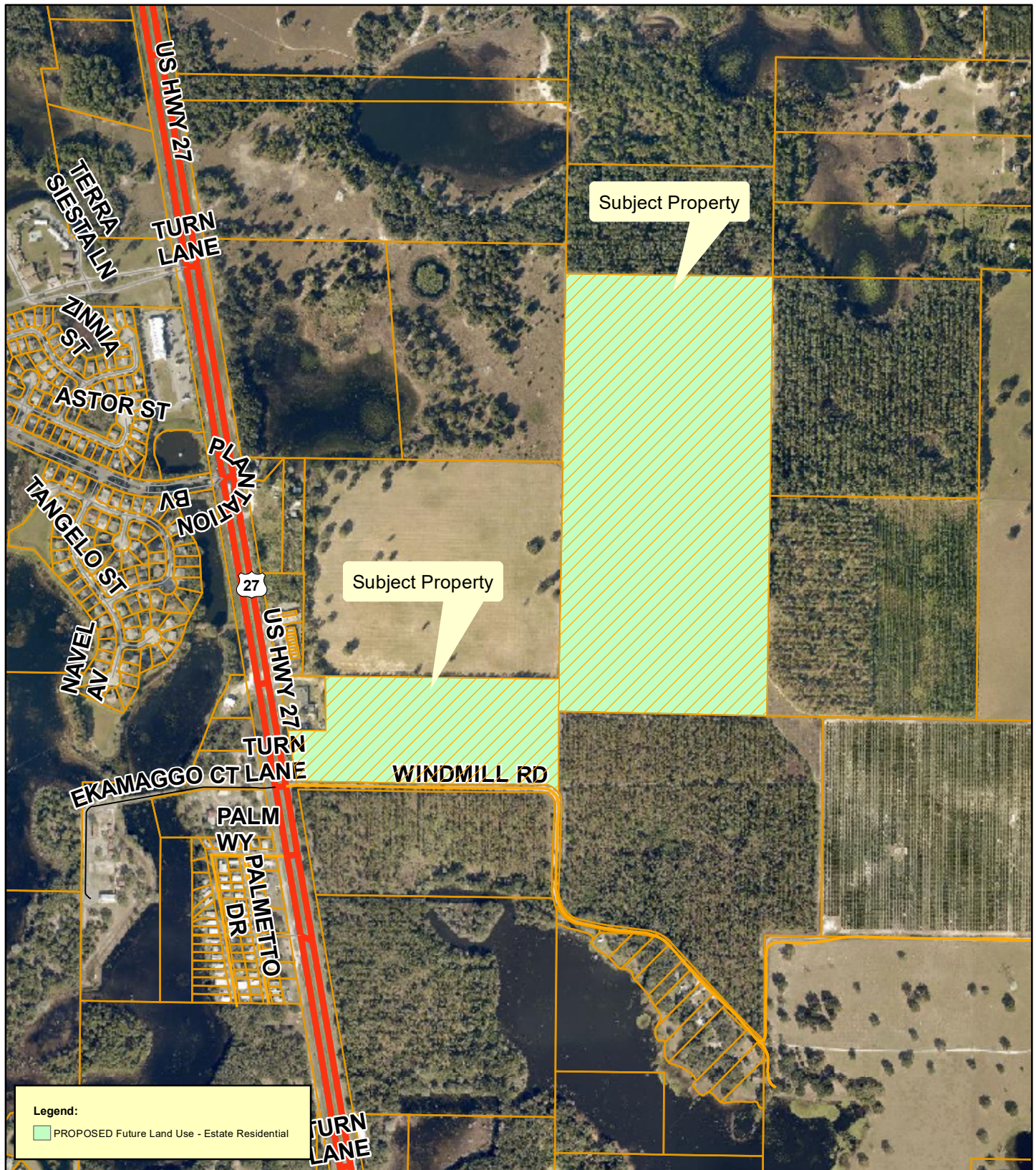


**Planning
& Zoning
Division**

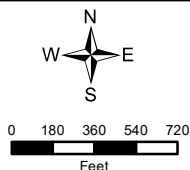


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

PROPOSED FUTURE LAND USE



**Planning
& Zoning
Division**



Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 19, 2022

OWNER: Mar-Jo Pines, LLC, Chait Allan et al

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development

PROJECT: Mar-Jo Pines Windmill Subdivision

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 22-73; PUD-22-74

GENERAL LOCATION: The property is generally located east of US Highway 27 and north of Windmill Road.

FUTURE LAND USE DESIGNATION: Lake County Rural, Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Neighborhood Mixed Use

South – Estate Residential

East – Neighborhood Mixed Use; Estate Residential

West – Estate Residential; Institutional; Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – PUD (Planned Unit Development)

South – PUD (Planned Unit Development)

East – PUD (Planned Unit Development)

West – PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Non-agricultural acreage; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 4, 2022
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc.
PROJECT: Mar-jo Pines Windmill Road Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-73; PUD-22-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/13/22

FIRE

In reference to Case Number LSCP 22-73 PUD-22-74

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP 22-73 PUD-22-74 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 5/18/22

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

No comments received as of 5/13/22

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/4/22

GIS

GIS has no comments. Tammy Magamoll 5/4/22

BUILDING

No comments received as of 5/13/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 5/16/22

ADDRESSING

No comments received as of 5/13/22

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/13/22

LAKE COUNTY SCHOOLS

The Marjo Pines Windmill Road Subdivision is subject to school concurrency review prior to final site plan approval. I had issued an Adequate Public Facilities Determination back in February, the applicant had proposed 295 units. I updated it to reflect the 271 units – for your file. The decrease was minor and only decreased the elementary capacity. See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Helen LaValley 5/9/22

PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Mar-Jo Pines, LLC, Chait Allan et al
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development
PROJECT: Mar-Jo Pines Windmill Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-73

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 22-74, is compatible with the adjacent future land use designations of City of Leesburg Estate Residential and Neighborhood Mixed Use and Lake County Rural Transition.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-74, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County A (Agriculture) and Lake County CP (Planned Commercial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Large-Scale Comprehensive Plan designation from Lake County Rural Transition and Lake County Rural to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: September 12, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 99.72 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow a single-family residential development for a property generally located east of U.S. Highway 27 and north of Windmill Road, lying in Section 36, Township 20 South, Range 24 East, and Section 30, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Mar-Jo Pines)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:

The project site is approximately 99.72 +/- acres, and is generally located east of U.S. Highway 27 and north of Windmill Road as shown on the attached maps. At this time, the property is non-agricultural acreage and timber. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, agricultural, and institutional. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on May 19, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 99.72 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND NORTH OF WINDMILL ROAD, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MAR-JO PINES)

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

Section 1.

Based upon the petition of Aaron Struckmeyer, P.E. for Pulte Home Company, LLC, (Greg Beliveau, LPG Urban & Regional Planners, Inc, Agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of September 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

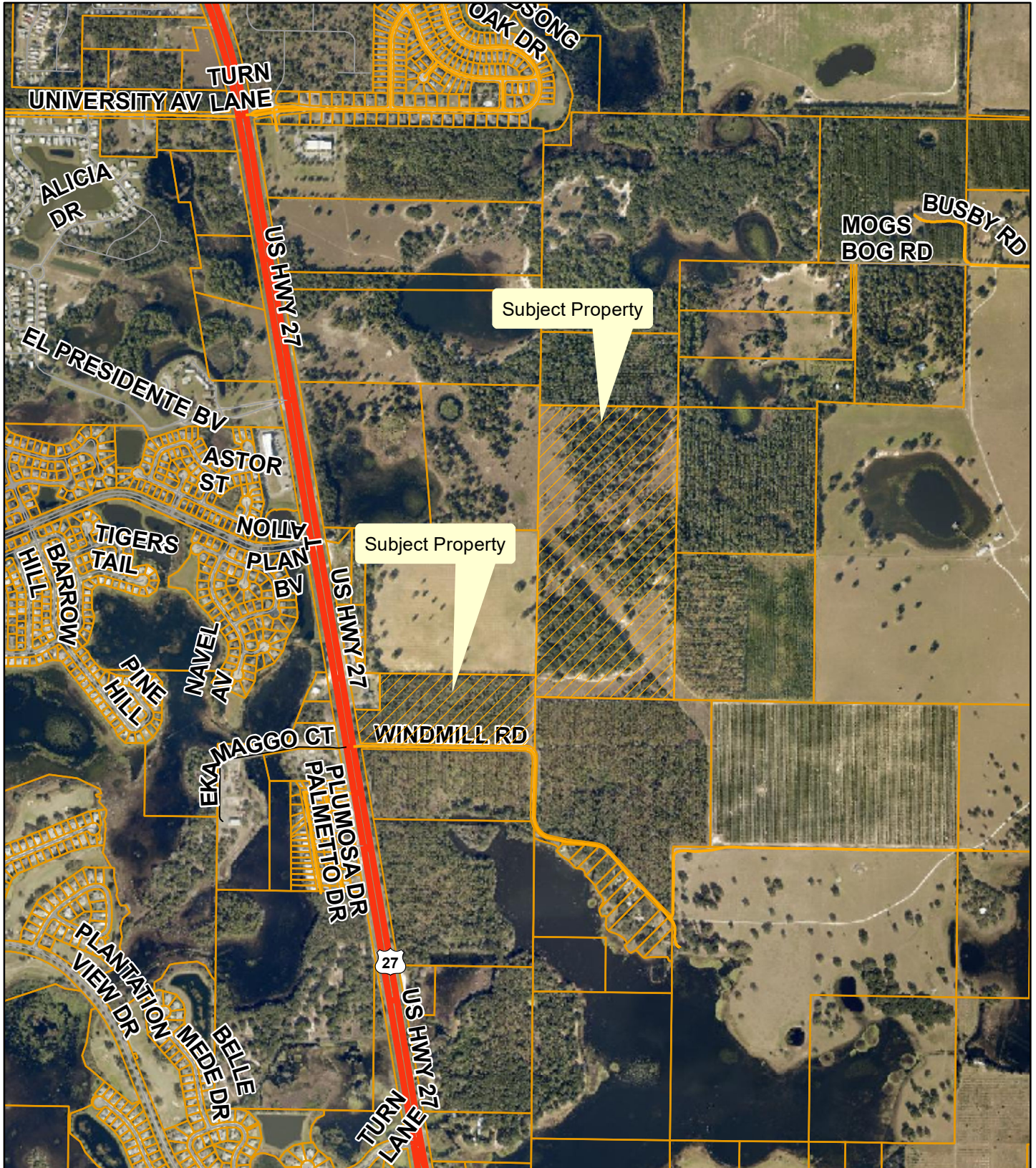
LEGAL DESCRIPTION

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

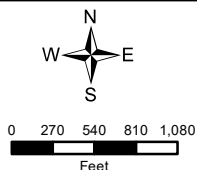
COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 330.66 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE RUN S.89°11'16"E., ALONG SAID NORTH LINE, A DISTANCE OF 1433.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4 WHICH IS LOCATED 1.32 FEET EASTERLY OF A RECOVERED ROUND CONCRETE MONUMENT BEING CERTIFIED CORNER RECORD #34403; THENCE RUN N.00°41'13"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2464.85 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

Aerial

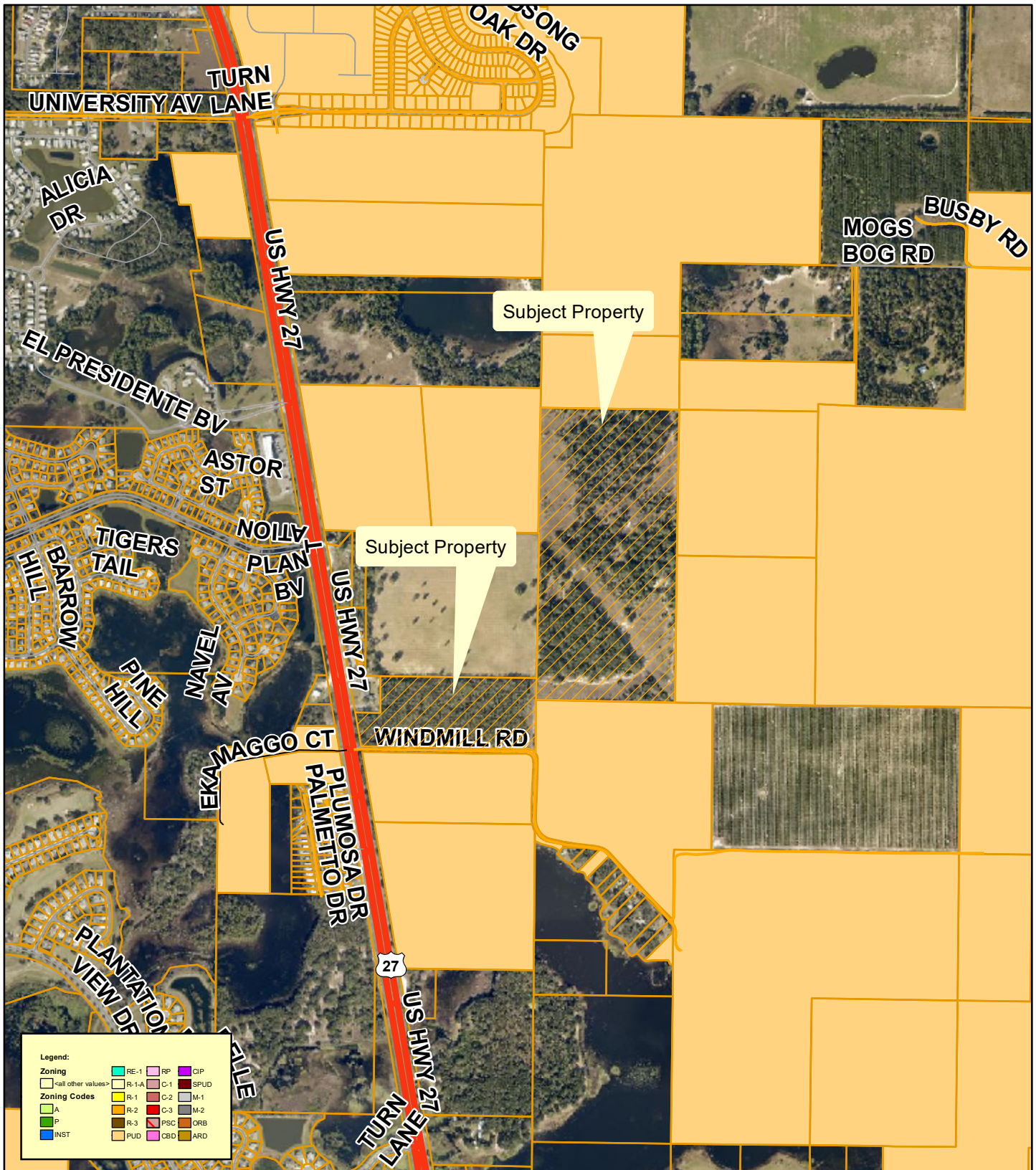


**Planning
& Zoning
Division**

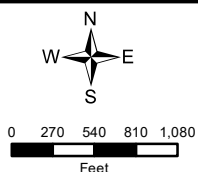


Mar Jo Pines Windmill
Windmill Road Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
March 25, 2022

Zoning

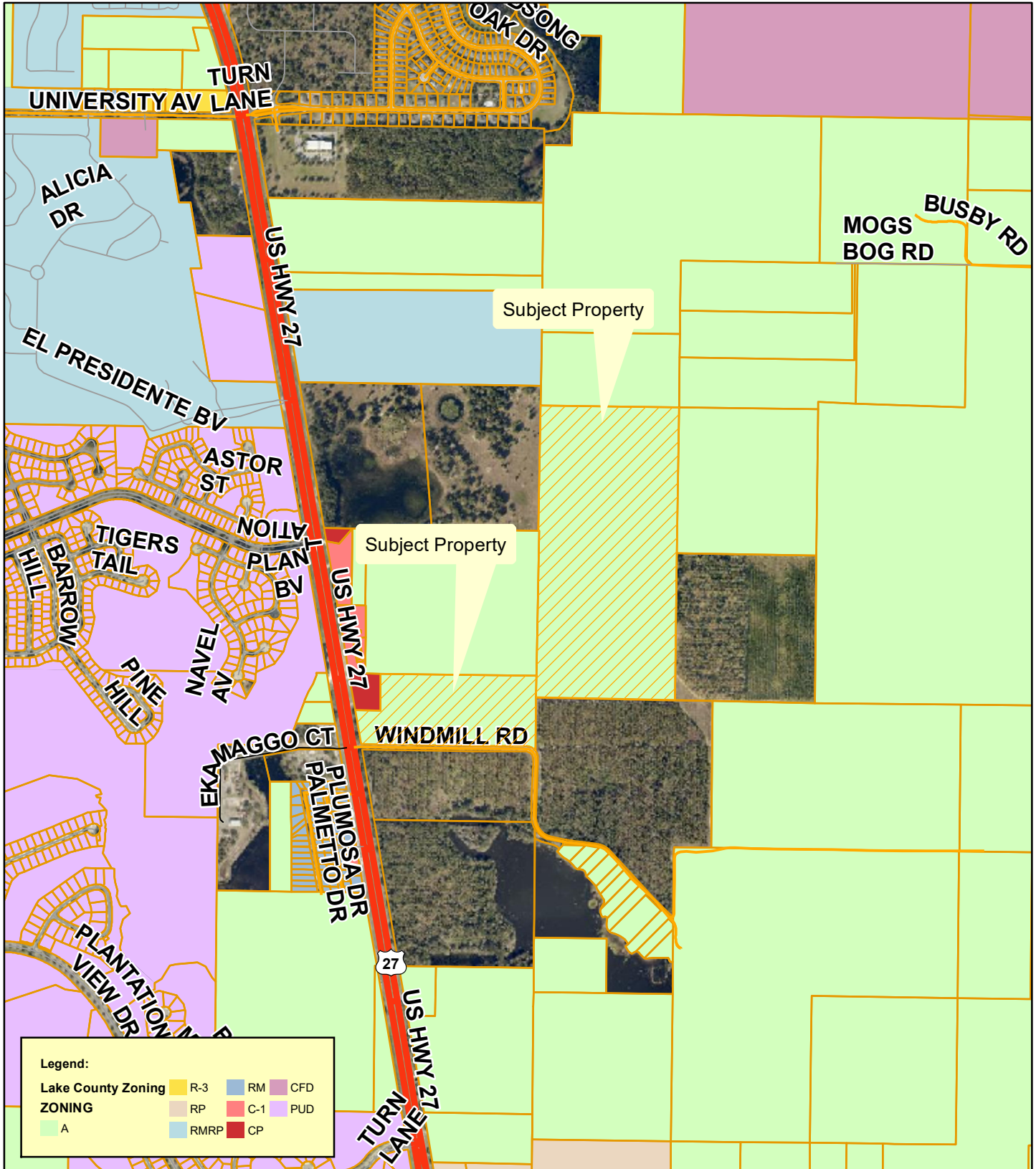


**Planning
& Zoning
Division**

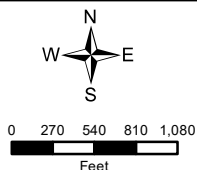


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

Lake County Zoning

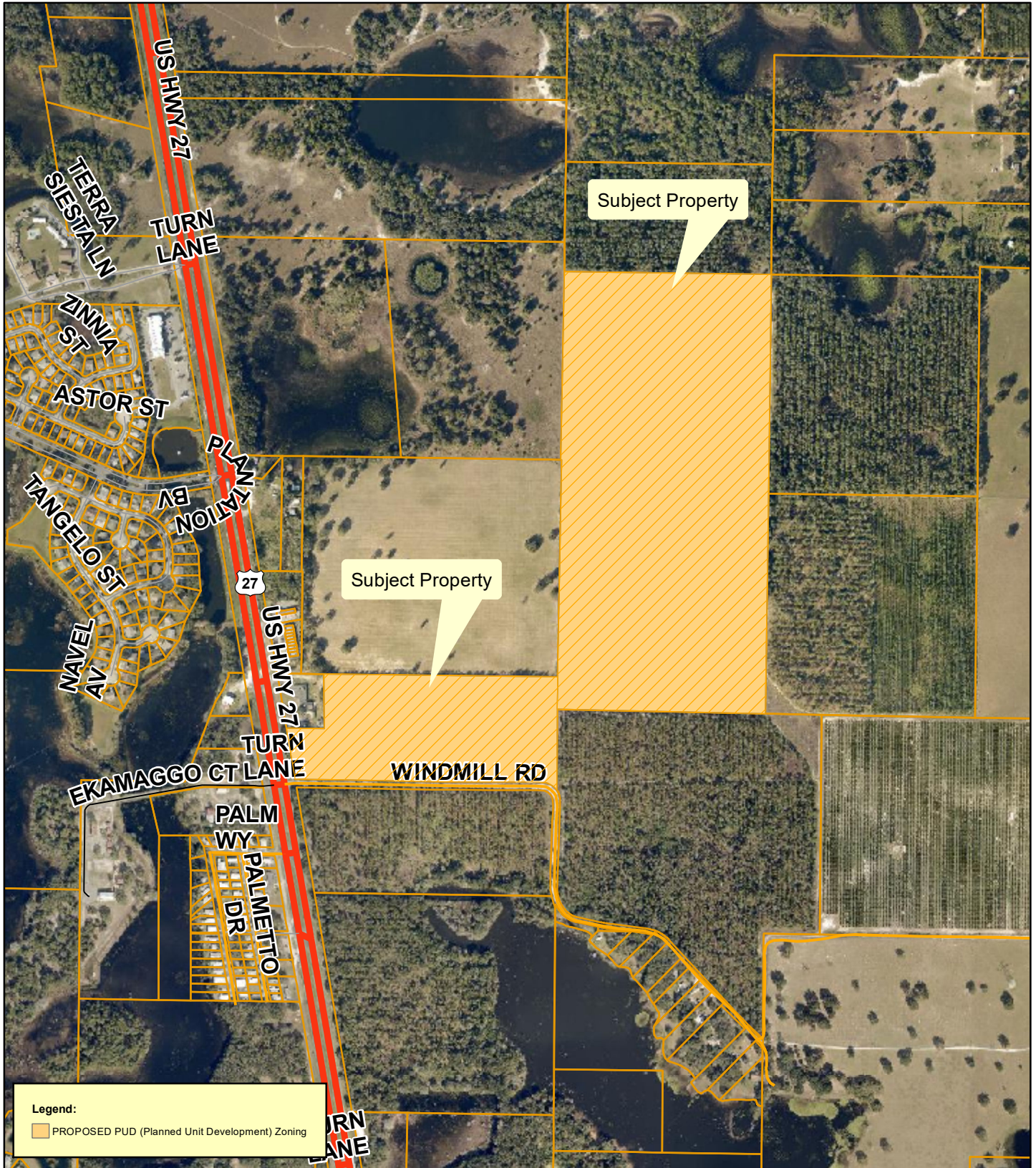


**Planning
& Zoning
Division**

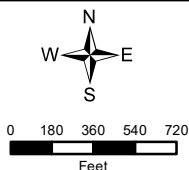


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

PROPOSED ZONING



**Planning
& Zoning
Division**

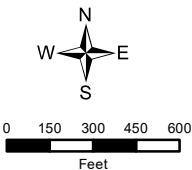


Mar Jo Pines Windmill Subdivision
 Alternate Key #s: 1035503; 1030153
 Section 36, Township 20 South, Range 24 East and
 Section 30, Township 20 South, Range 25 East
 May 3, 2022

Surrounding Land Uses



**Planning
& Zoning
Division**



Mar Jo Pines Windmill Subdivision
Alternate Key #s: 1035503; 1030153
Section 36, Township 20 South, Range 24 East and
Section 30, Township 20 South, Range 25 East
May 3, 2022

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 19, 2022

OWNER: Mar-Jo Pines, LLC, Chait Allan et al

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development

PROJECT: Mar-Jo Pines Windmill Subdivision

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 22-73; PUD-22-74

GENERAL LOCATION: The property is generally located east of US Highway 27 and north of Windmill Road.

FUTURE LAND USE DESIGNATION: Lake County Rural, Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Neighborhood Mixed Use

South – Estate Residential

East – Neighborhood Mixed Use; Estate Residential

West – Estate Residential; Institutional; Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – PUD (Planned Unit Development)

South – PUD (Planned Unit Development)

East – PUD (Planned Unit Development)

West – PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Non-agricultural acreage; Timber

SURROUNDING LAND USE:

North – Residential; Agriculture

South – Agriculture

East – Agriculture

West – Agriculture; Institutional

PROPOSED LAND USE: Single Family Residential subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 4, 2022
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, AICP, LPG Urban and Regional Planners, Inc.
PROJECT: Mar-jo Pines Windmill Road Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 22-73; PUD-22-74

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/13/22

FIRE

In reference to Case Number LSCP 22-73 PUD-22-74

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP 22-73 PUD-22-74 is outside the recommended four-minute response time for initial responding fire apparatus. Amanda Stevenson 5/18/22

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

ELECTRIC

No comments received as of 5/13/22

GAS

Natural gas is available and directed per City Ordinance. Brandon Smith 5/4/22

GIS

GIS has no comments. Tammy Magamoll 5/4/22

BUILDING

No comments received as of 5/13/22

PUBLIC WORKS

Public Works has no issues with this! Cliff Kelsey 5/16/22

ADDRESSING

No comments received as of 5/13/22

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 5/13/22

LAKE COUNTY SCHOOLS

The Marjo Pines Windmill Road Subdivision is subject to school concurrency review prior to final site plan approval. I had issued an Adequate Public Facilities Determination back in February, the applicant had proposed 295 units. I updated it to reflect the 271 units – for your file. The decrease was minor and only decreased the elementary capacity. See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Helen LaValley 5/9/22

PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Mar-Jo Pines, LLC, Chait Allan et al
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc., o/b/o Pulte home Company, LLC, Aaron Struckmeyer, P.E., Director, Land Development
PROJECT: Mar-Jo Pines Windmill Subdivision
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-22-74

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 22-74, is compatible with the adjacent future land use designations of City of Leesburg Neighborhood Mixed Use, Estate Residential, Institutional and Lake County Rural Transition.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-74, is compatible with the current surrounding zoning districts of City of Leesburg PUD (Planned Unit Development) and Lake County A (Agriculture) and CP (Planned Commercial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

**WINDMILL ROAD SUBDIVISION
(Mar-Jo Pines LLC)
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
May 19, 2021**

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, as “Permittee” (Greg Beliveau, LPG Urban & Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora, Florida 32757, Agent)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 271 single family residential units on approximately 99.72 acres, generally located east of U.S. Highway 27 and north of Windmill Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information. This document is effective for property within the City of Leesburg ISBA (Interlocal Service Boundary Agreement), and neither contemplates nor controls any area of this project outside the boundaries thereof.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. In the event of any conflict between the conditions of this document and the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Mar-Jo Pines, LLC, 5030 St. Dennis Court, Orlando, Florida 32812, as “Permittee” (Greg Beliveau, LPG Urban & Regional Planners, Inc. 1162 Camp Avenue, Mt. Dora, Florida 32757, Agent)**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USES

The above-described property shall be used for the development of 271 single family detached units, on 99.72 +/- acres, and consisting of 50, 60 and 70-foot-wide lots, designed and constructed pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Detached single family residential units
- 2) Interim agricultural uses as noted above, to include timber, citrus, cattle, horses, hay and sod production. These uses shall be allowed to continue until such time as the nearest phase has achieved either 50% build out. Should any disagreement over use arise, City Staff may consult Lake County Agriculture zoning district regulations.

B. Prohibited Uses

- 1) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

C. Accessory Uses

- 1) RV/Boat Storage
- 2) Accessory structures
- 3) Sales office in a single-family unit
- 4) Recreational Uses (Pool/ Clubhouses/fields, courts, etc.)
- 5) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
- 6) Temporary modular sales center office (during construction and sales of new units) and construction offices, not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

Figure 1 – Residential Unit Summary, by Lot Size

DEVELOPMENT PROGRAM			
	PHASE 1	PHASE 2	TOTAL
50' Lots	52	53	105
60' Lots	24	60	84
70' Lots	30	52	82
Total:	106	165	271

4. DEVELOPMENT STANDARDS

- A. The project shall consist of 271 single family residential units on a total of 99.72+/- acres, at a gross density not to exceed 2.72 units per acre, as specified in this agreement, and shown on **Exhibit C, Conceptual Site Plan**. Larger lots than the minimum requirements herein shall be permitted within the development if desired.
- B. A mix of lot sizes is required as shown in Exhibit C (50, 60 and 70-foot-wide lots), Conceptual Site Plan

- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement.
- D. The maximum impervious surface for the project shall be 38%. Community and private swimming pools shall not count toward the impervious surface calculation.
- E. Lot requirements
 - 1) For 50 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 6,000 square feet.
 - c) Minimum width 50 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - f) The location of all 50-foot lots (5-foot side setback) shall be adjacent to 60 and/or 70 foot lots having a 10-foot side setback. This will provide a minimum building separation of 15 feet between each house.
 - 2) For 60 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 7,200 square feet.
 - c) Minimum width 70 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 3) For 70 x 120-foot lots:
 - a) Minimum house size: 1,800 square feet, (under roof)
 - b) Minimum lot size shall be 8,400 square feet.
 - c) Minimum width 70 feet
 - d) Minimum depth 120 feet
 - e) Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 20 feet;
 - Side – 7.5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 4) For all structures:
 - a) Minimum house size shall be 1,800 square feet under roof.

- b) Each residential structure shall have a minimum two car garage.
- c) Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d) Except where otherwise allowed in these conditions, minimum distance between structures shall be 15 feet; measured from building wall to building wall, and the combined roof overhang of two adjacent structures shall not exceed forty (40) percent of the distance between the building wall and the property line.
- e) Maximum building height: two (2) stories or 35 feet.
- f) Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- g) Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- h) Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
- i) As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1) Dormers
 - 2) Gables
 - 3) Recessed or raised entries
 - 4) Covered porch entries
 - 5) Cupolas
 - 6) Pillars or decorative posts
 - 7) Bay window (minimum 12-inch projections)
 - 8) Eaves (minimum 6-inch projections)
 - 9) Front windows with arched glass tops and minimum 4-inch trim.
 - 10) Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 - 11) Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 12) Stone accents
 - 13) Shutters
 - 14) Board and batten siding
 - 15) Hardy board siding
 - 16) Raised banding
 - 17) Craftsman style garage doors

- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total front exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. PARKING

- A. For all recreational areas, the permittee shall have off-street parking spaces per an approved site plan pursuant to the City of Leesburg Code of Ordinances.

7. LANDSCAPING AND BUFFERS, GENERAL & RESIDENTIAL

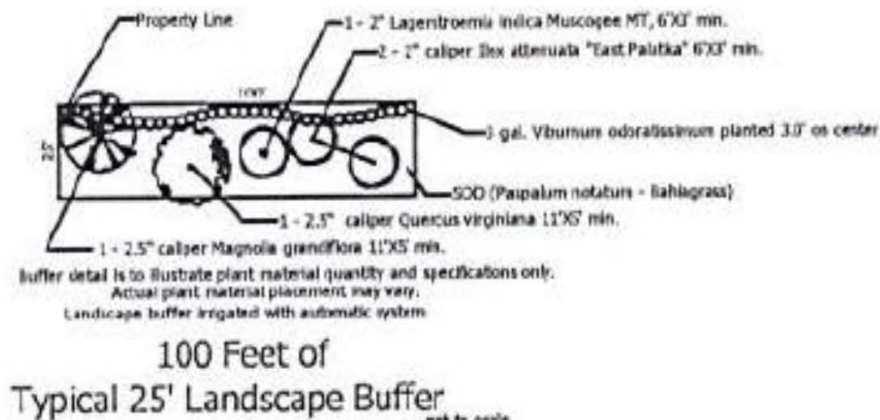
- A. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**), and City of Leesburg landscape code requirements.
- B. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- C. All platted residential lots within the project shall contain a minimum of two (2) canopy trees.
- D. All exterior boundaries of the property shall contain the following: A minimum twenty-five (25) foot wide buffer tract with plantings as shown in Figures A and B below. This buffer shall be located along the entire exterior boundary of the property, unless otherwise provided for within these standards.
- E. In areas of the project which are primarily used as and platted for recreational or open space uses, no specific buffer shall be required.

- F. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.
- G. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- H. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- I. In addition to the requirements herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- J. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- K. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor
- L. Open Space -A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers, plus recreation and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- M. Variations to Landscape Requirements
1. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Director as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.
 2. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.

8. SITE ACCESS AND IMPROVEMENTS

- A. The main vehicular access to the project site shall be located at U.S. Highway 27 on or near the southern boundary of the overall development.
- B. Boulevard requirements: Main access to the property from U. S. Highway 27 shall be a boulevard type (divided roadway with landscaped median) which shall contain at least two (2) access points on the northern side of said roadway to allow access into future developable areas to the south. This boulevard type roadway shall run along the southern boundary of the property.
- C. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
- D. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, signalization, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works Department.
- E. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Public Works Department to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
- F. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

- G. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- H. Entry into the subdivision from the main boulevard entrance shall continue to a central point containing a round-about intersection design.
- I. The design of the site shall include a minimum of one (1) access point to property to the north, south, east and west in the form of a stub-out for connection to future development of adjacent property.
- J. All access points within the development and all access points to roadways outside the development shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.

9. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- G. Sidewalks shall be provided on both sides of the entrance roads and shall provide cross connections to all recreation and residential areas. Internal road

rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

- H. If desired, golf cart paths and parking for golf carts may be provided along the entire main boulevard roadway, and may be located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to all residential and recreational area of the proposed development.

10. SIGNAGE

- A. *Access points*- Each access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

11. LAKE COUNTY SCHOOL BOARD

- A. The proposed development is subject to a separate agreement with the Lake County School Board to mitigate the impact of additional students, as agreed with the owner/developer and the School Board, such as an agreement reflecting a negotiated settlement allowing the Lake County School Board the ability to provide adequate student stations to contain the projected number of students.

12. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
- B. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- C. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- D. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- E. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant. All infrastructure necessary to provide water and wastewater services to the development must be in place, approved by the City, and operational, prior to issuance of building permits for any residential or commercial structures within the development.

13. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

14. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water

Management District or another legal entity such as a homeowner's association for ownership and maintenance.

- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), City of Leesburg Code of Ordinances.

16. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 54,200 square feet (1.25 acres).
- B. Permitted recreational amenities shall include:
 - 1. Swimming pool with clubhouse
 - 2. Children's playground areas

3. Trails
 4. Dog Parks
 5. Various recreational courts (Tennis, Basketball, handball courts, etc.)
 6. Activity fields (football, soccer, baseball, etc.)
 7. Other mixes of uses, to be reviewed and approved by staff, to include activities such as ball fields and courts to meet the requirements of this section.
- C. Recreational requirements shall consist of at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, soccer fields, softball fields, dog parks, gazebos, swimming pools, clubhouses with recreation rooms, and other amenities as reviewed and approved by staff. This primary recreational facility shall be constructed in conjunction with and completed no later than the certificate of completion of 150 residential units.
 - D. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
 - E. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 2. Community swimming pool, including the deck area surrounding such pools.
 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

17. LIGHTING REQUIREMENTS

- A. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
- B. Exterior lighting shall incorporate "Dark Sky Standards" in the lighting plan for the development. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties.

18. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage and recreational facilities shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

19. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions

or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- B. As part of the overall development process, if the project is constructed in phases, then the plat of the lots for each approved phase shall contain only those portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Implementation of the project shall commence within 120 months (10 years) of approval of this PUD (Planned Unit Development). In the event that the conditions of the PUD have not been substantially implemented during the required time period, this PUD shall expire unless the developer has applied, at least 90 days prior to the expiration date, for an extension of time to commence development. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

20. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

21. LEVELS OF SERVICE AND CAPACITY

- A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, schools, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the

development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities -Planning & Construction

1. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
2. For all development requiring construction of new distribution, collection lines, or other infrastructure needed to develop the subdivision, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

1. There are no concurrent or previous commitments of any existing or planned excess capacity for this property.

D. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future. The City's ability to provide said services is dependent upon capacity available at the time of permit submittal.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION PER GRUSENMEYER-SCOTT & ASSOCIATES, INC.**-LAND SURVEYORS****DATED: JANUARY 3, 2022****DESCRIPTION AS FOLLOWS:**

THAT PART OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND THE WEST 1/2 OF GOVERNMENT LOTS 3 AND 4, SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LOCATED IN LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD #73133 LOCATED AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'32"W., ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1256.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°05'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1256.92 FEET TO A 4" ROUND CONCRETE MONUMENT LOCATED AT THE NW CORNER OF SAID SECTION 31 AS REFERENCED IN OFFICIAL RECORDS BOOK 2083, PAGE 1566, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N.89°05'25"W., A DISTANCE OF 15.58 FEET TO THE MONUMENTED EAST LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36; THENCE RUN S.00°21'18"W., ALONG SAID EAST LINE, A DISTANCE OF 457.52 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AS BASED ON THE MONUMENTED & OCCUPIED NORTH LINE OF SAID SECTION 36; THENCE RUN N.89°17'51"W., ALONG THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 1585.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27(STATE ROAD 25); THENCE RUN N.09°40'57"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 333.57 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE S.89°11'00"E., ALONG THE SOUTH LINE OF SAID NORTH 1/4, A DISTANCE OF 226.42 FEET; THENCE RUN N.00°35'47"E., A DISTANCE OF 330.66 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 BASED ON CERTIFIED CORNER RECORD #34403; THENCE RUN S.89°11'16"E., ALONG SAID NORTH LINE, A DISTANCE OF 1433.03 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4 WHICH IS LOCATED 1.32 FEET EASTERLY OF A RECOVERED ROUND CONCRETE MONUMENT BEING CERTIFIED CORNER RECORD #34403; THENCE RUN N.00°41'13"E., ALONG THE WEST LINE OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2464.85 FEET TO THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3; THENCE RUN S.89°02'19"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1255.58 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4; THENCE RUN S.00°39'30"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 2661.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 4,343,615 SQUARE FEET OR 99.7156 ACRES MORE OR LESS

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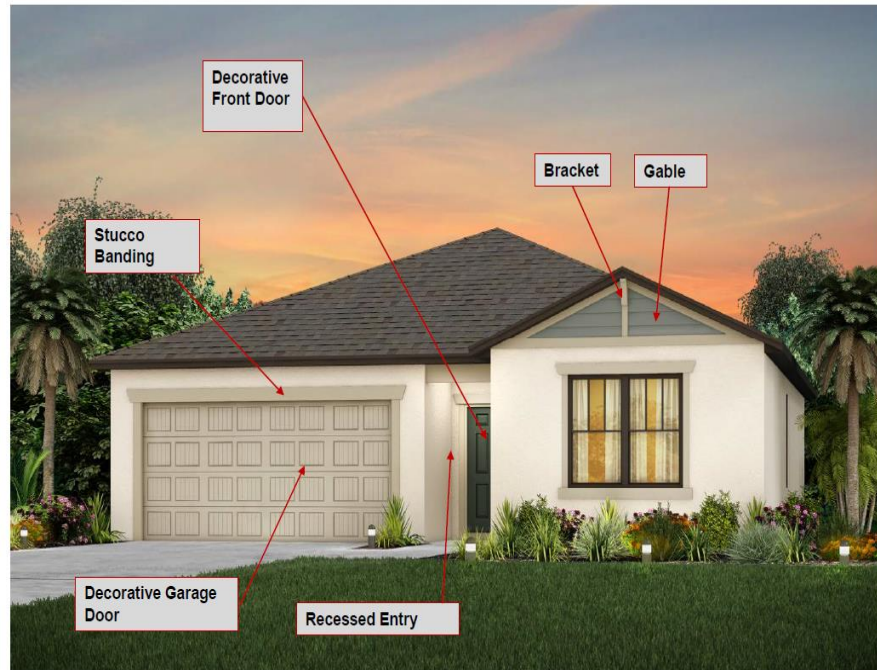
EXHIBIT D

SAMPLE FACADES

40' Browning Elevation C1

Compliance:

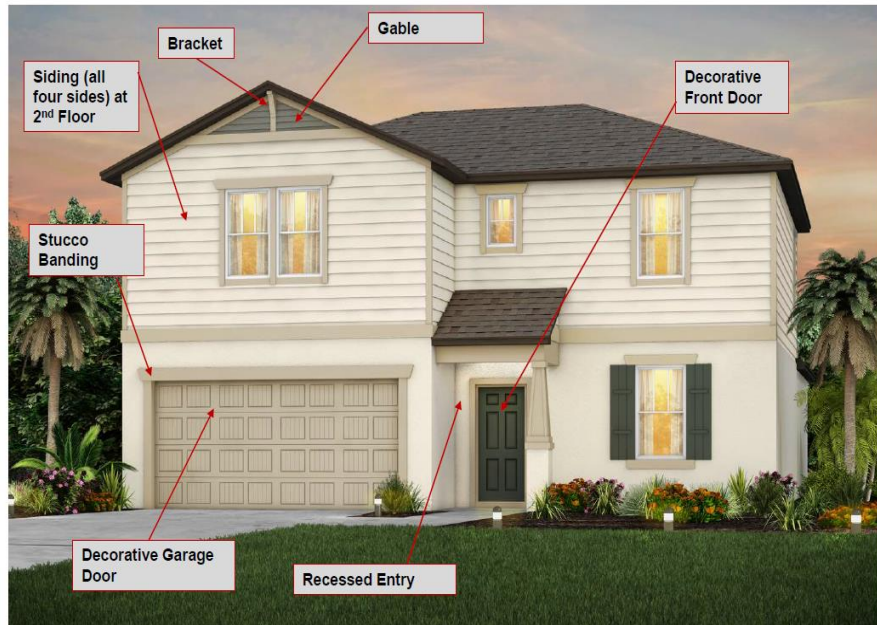
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2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles



40' Wakefield Elevation C1

Compliance:

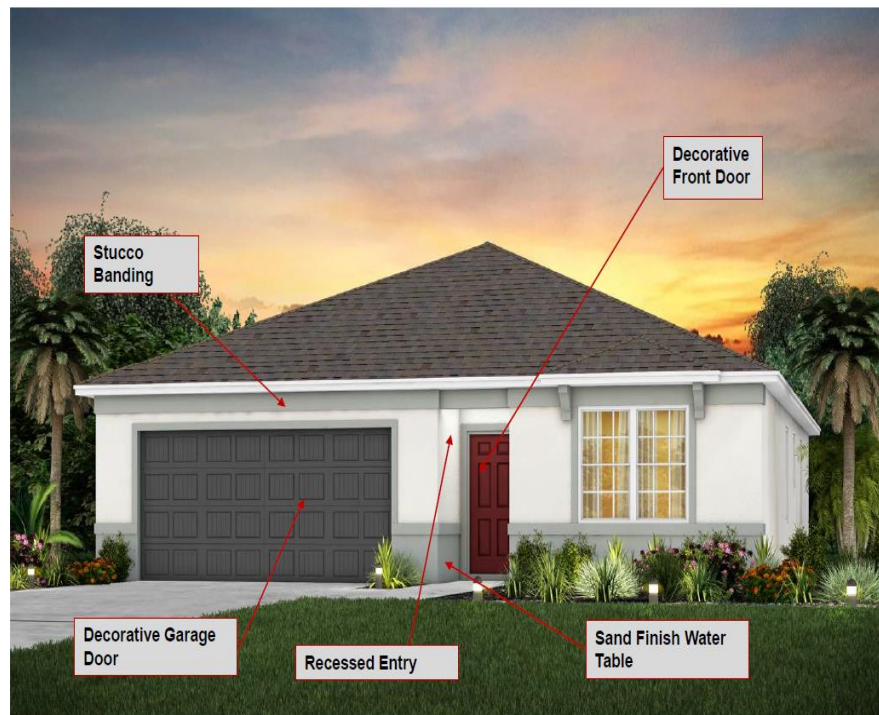
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2. Decorative 3 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



40' Hanover
Elevation FM1

Compliance:

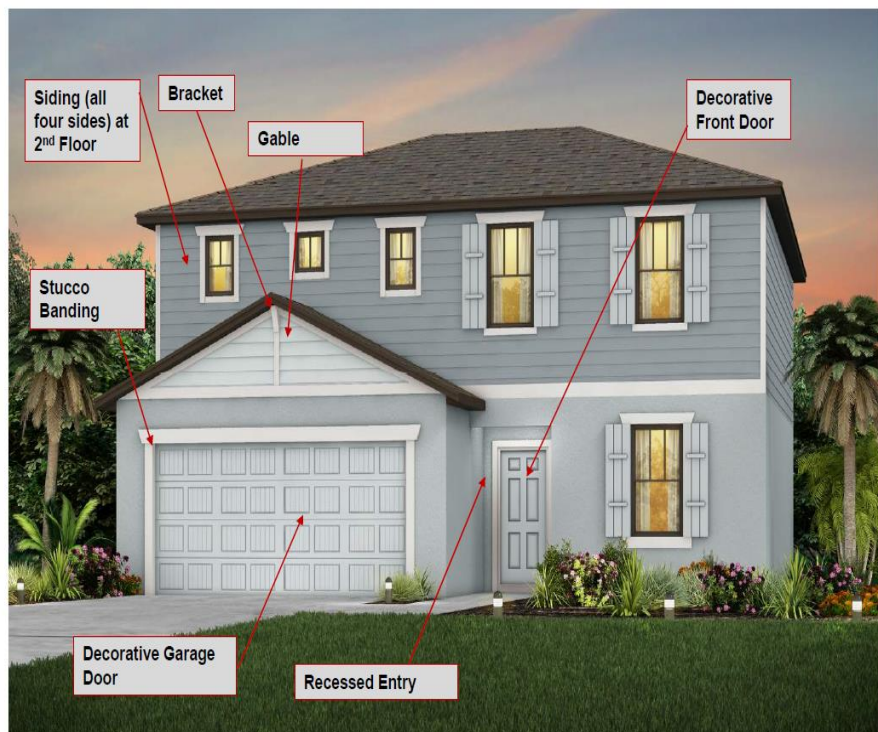
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 - Covered Entry
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 - Decorative Brackets
 - 30 Year Architectural Shingles



40' Thompson
Elevation C1

Compliance:

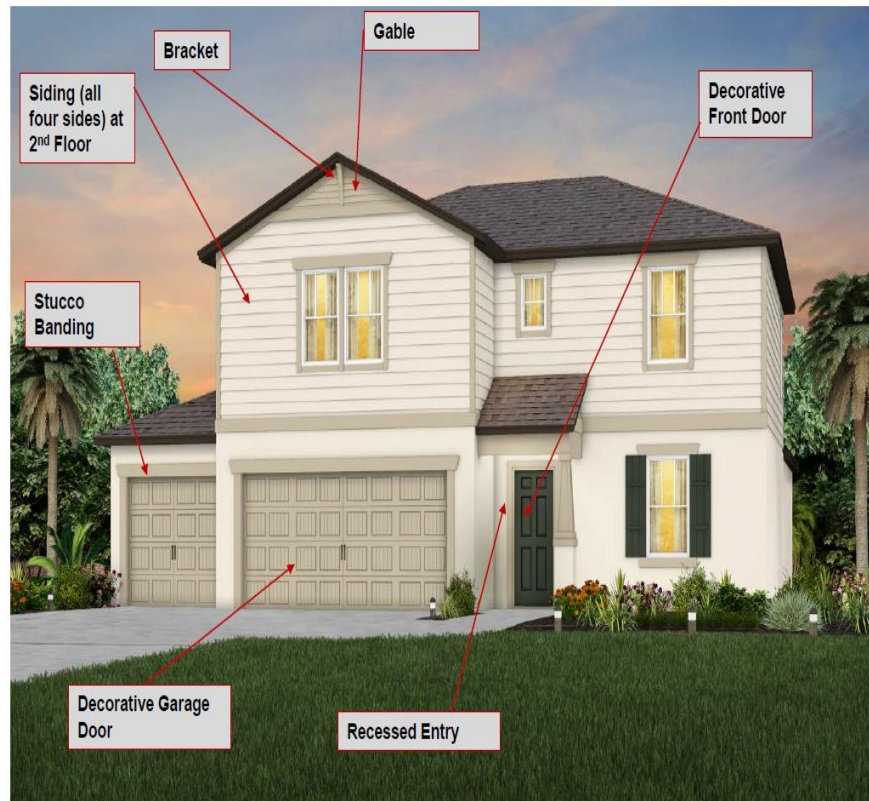
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Wakefield Select
Elevation C1

Compliance:

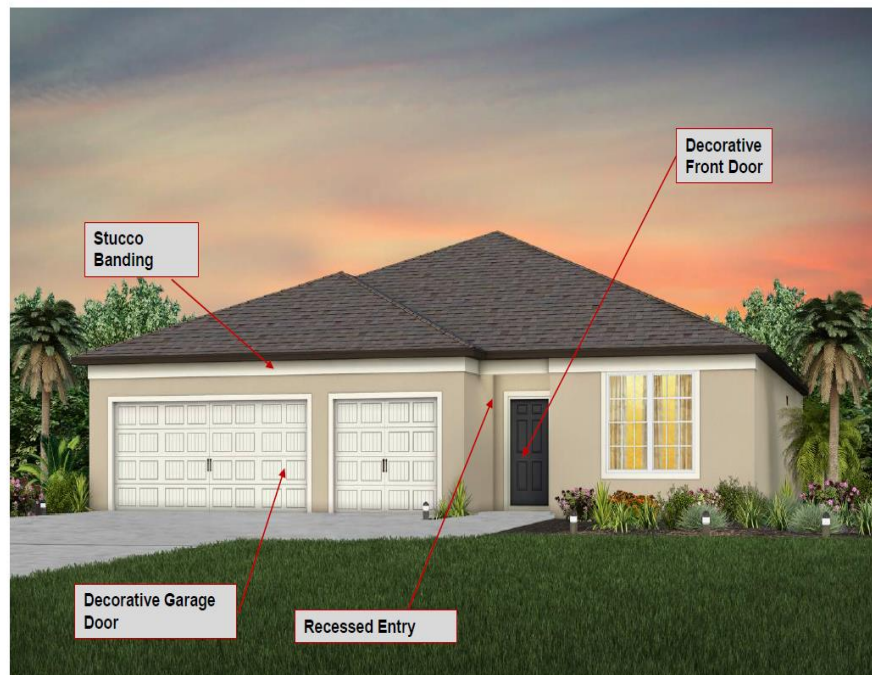
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2. Decorative 3 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding & Cementitious Trim
 - Gable
 - Eaves
 - Pillar (Sand Finish Stucco on base)
 - Decorative Bracket at Gable
 - Decorative Shutters
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles
 - Cementitious Siding at 2nd Floor



50' Arbor
Elevation FM1

Compliance:

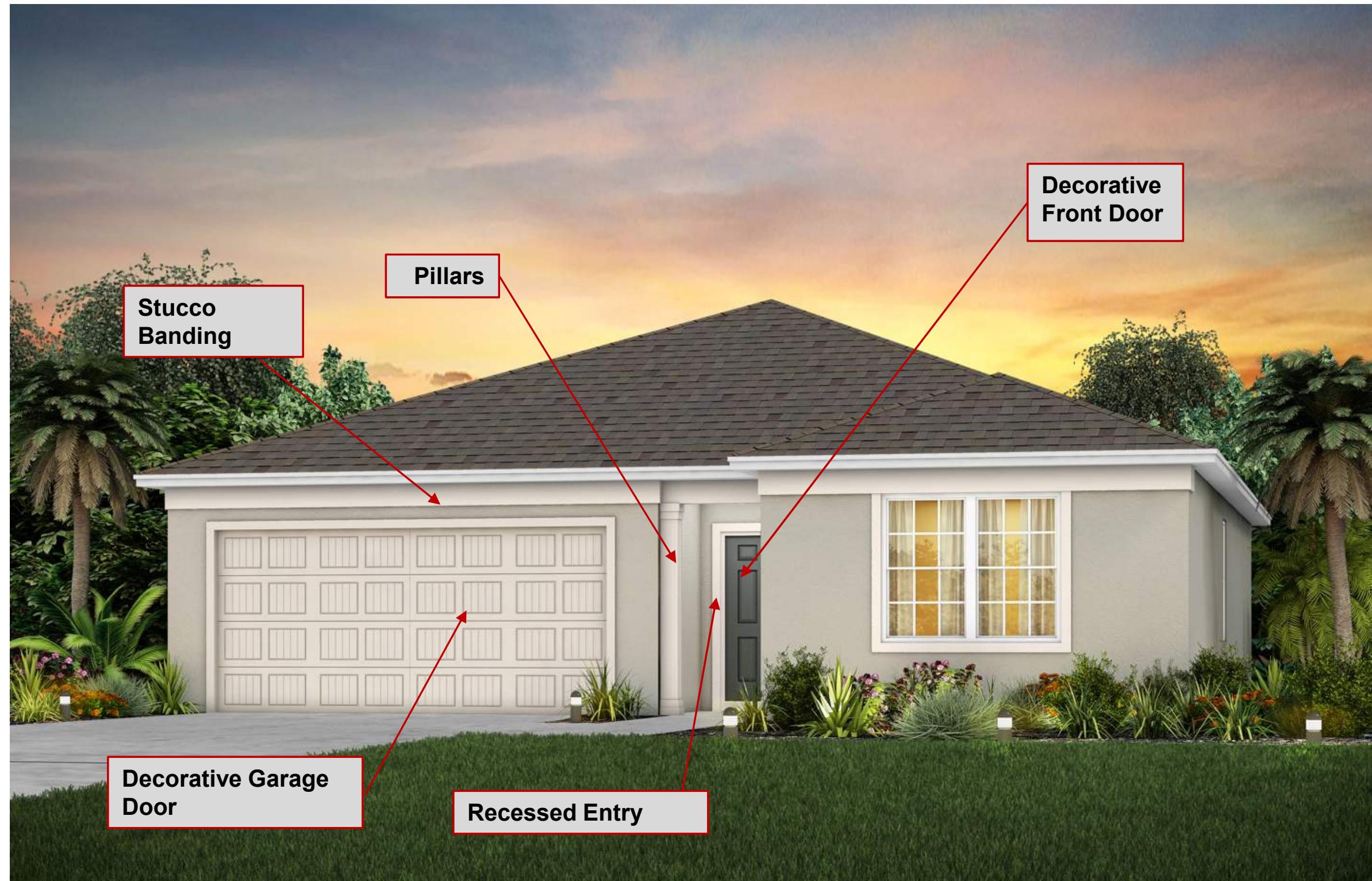
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Eaves
 - Sand Finish Stucco Banding
 - 30 Year Architectural Shingles



40' Browning Elevation FM1

Compliance:

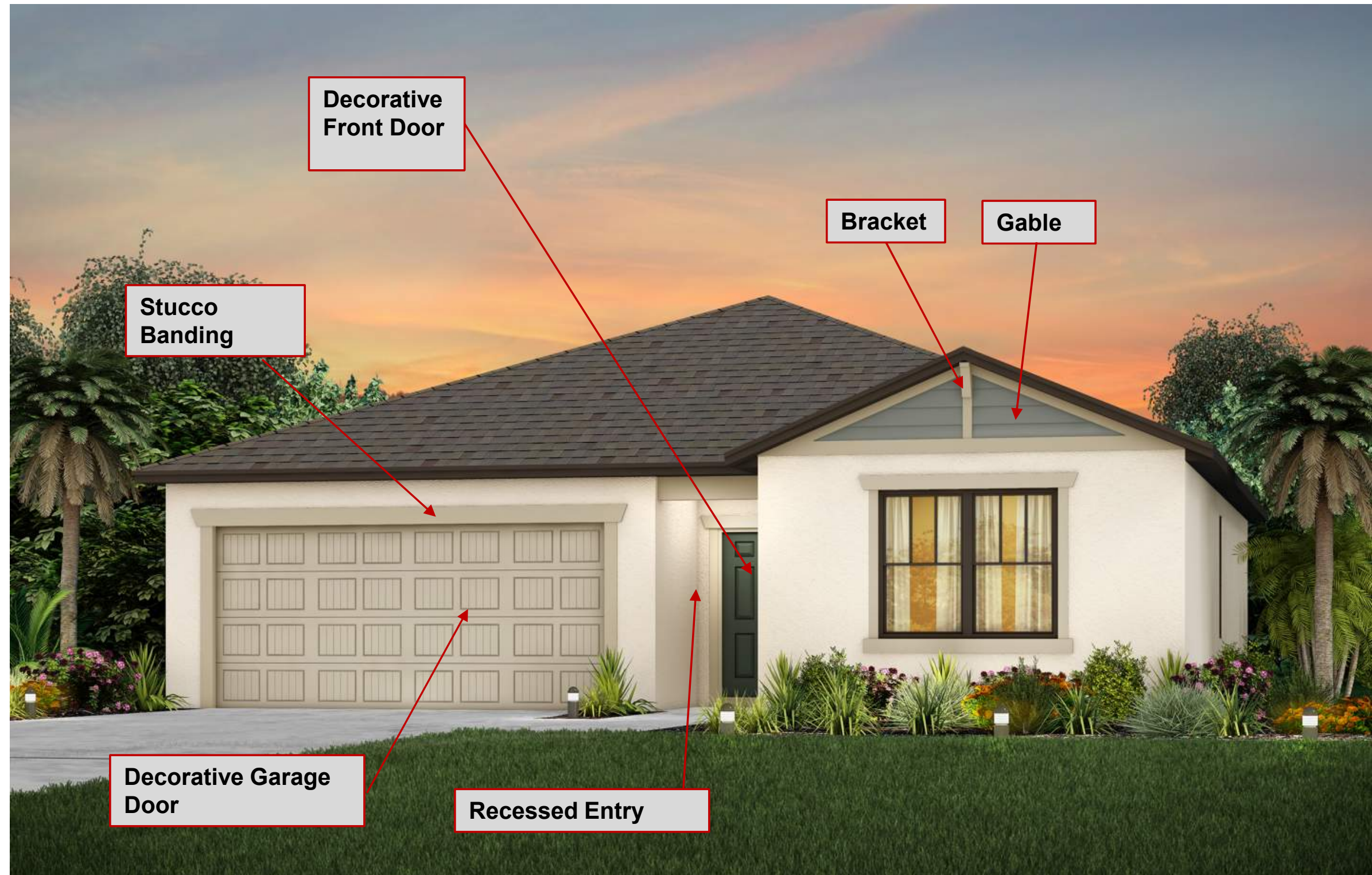
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3. Architectural Features:
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 - Covered Entry
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 - Eaves
 - 30 Year Architectural Shingles



40' Browning Elevation C1

Compliance:

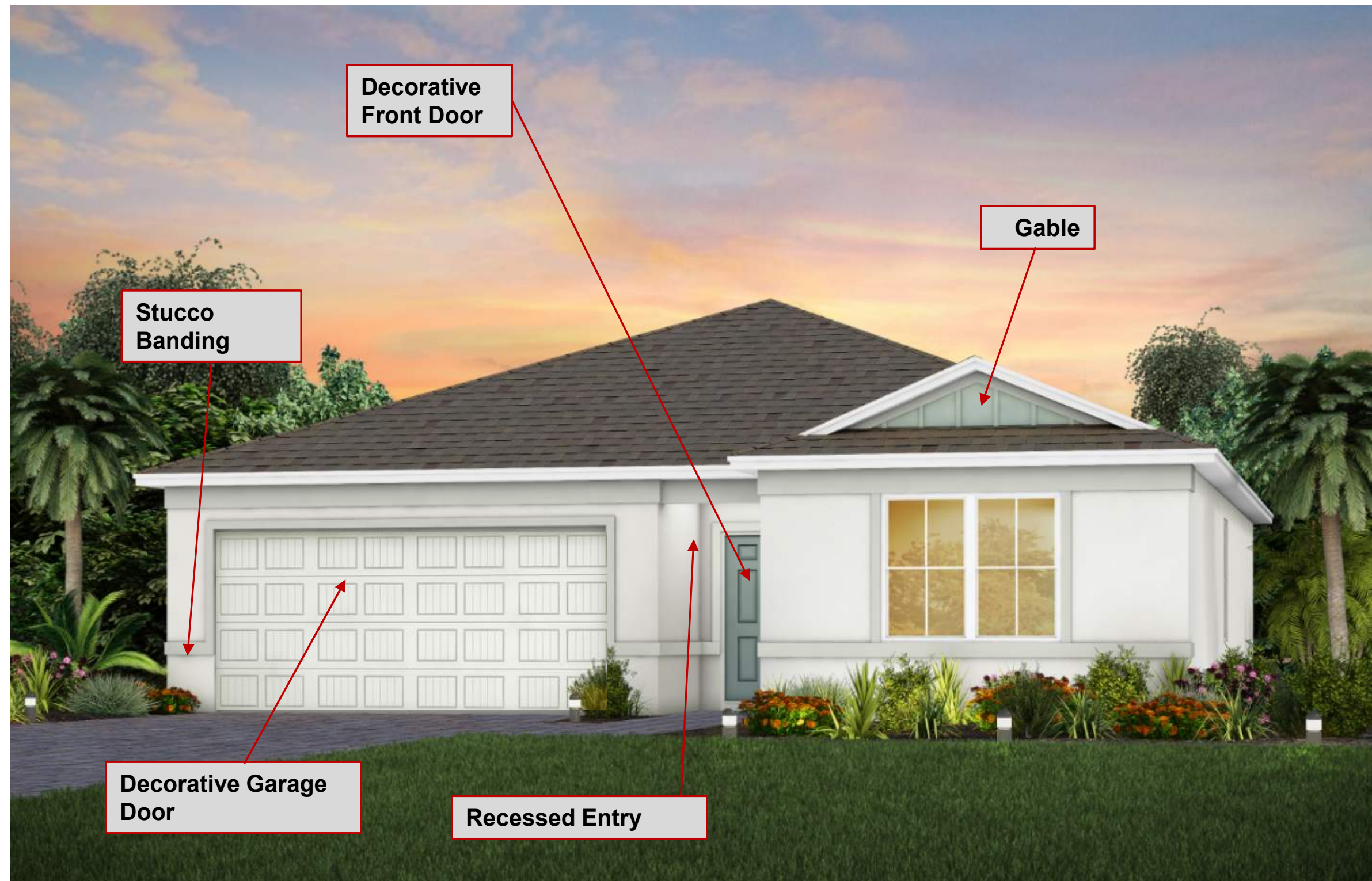
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Accent Lap Siding at Gable
 - 30 Year Architectural Shingles



40' Browning Elevation CO1

Compliance:

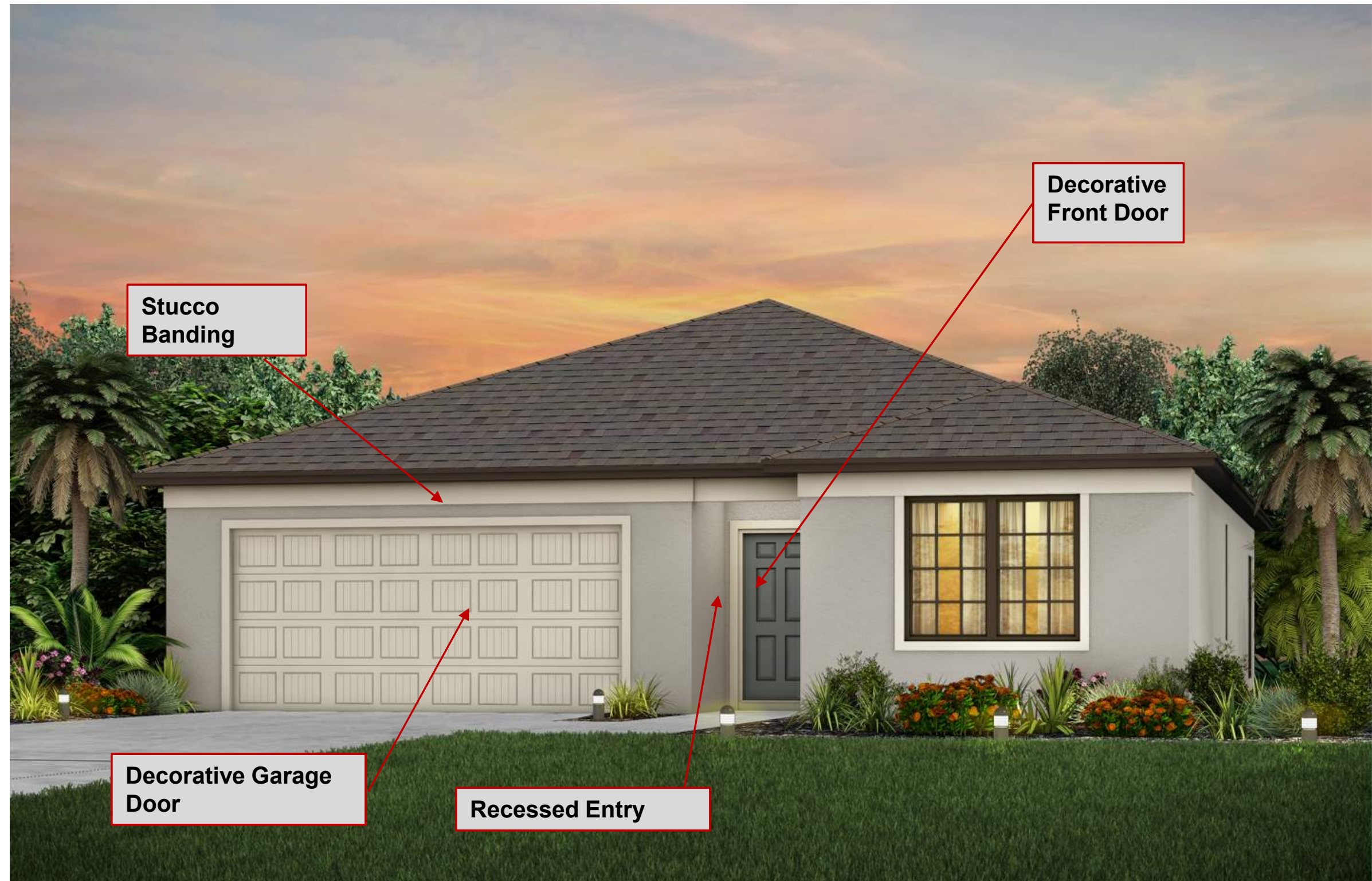
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2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding
 - Gable
 - Eaves
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



40' Chapman Elevation FM1

Compliance:

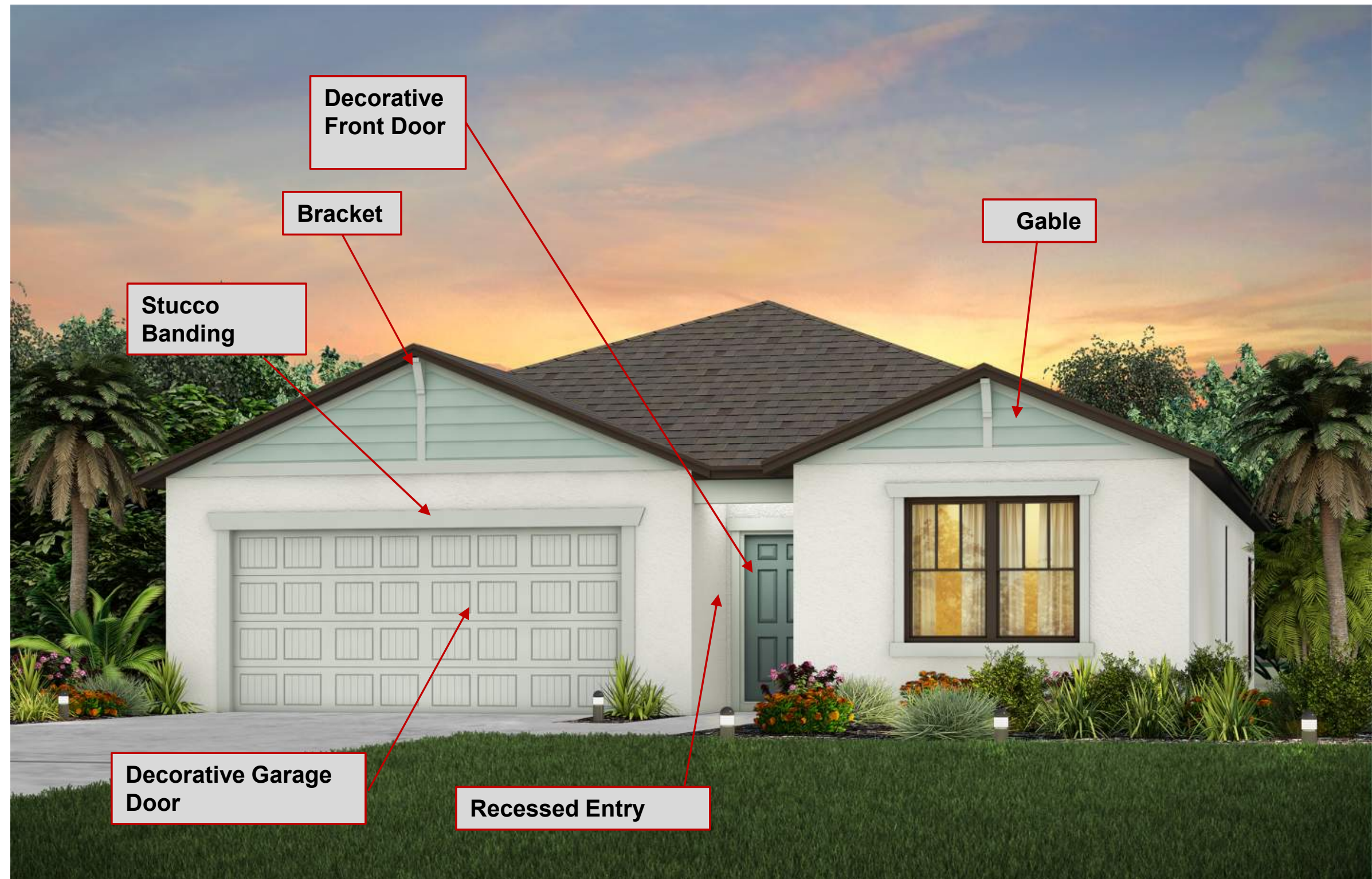
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2. Decorative 6 Panel Front Door
3. Architectural Features:
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 - Covered Entry
 - Sand Finish Stucco Banding
 - Eaves
 - 30 Year Architectural Shingles



40' Chapman Elevation C1

Compliance:

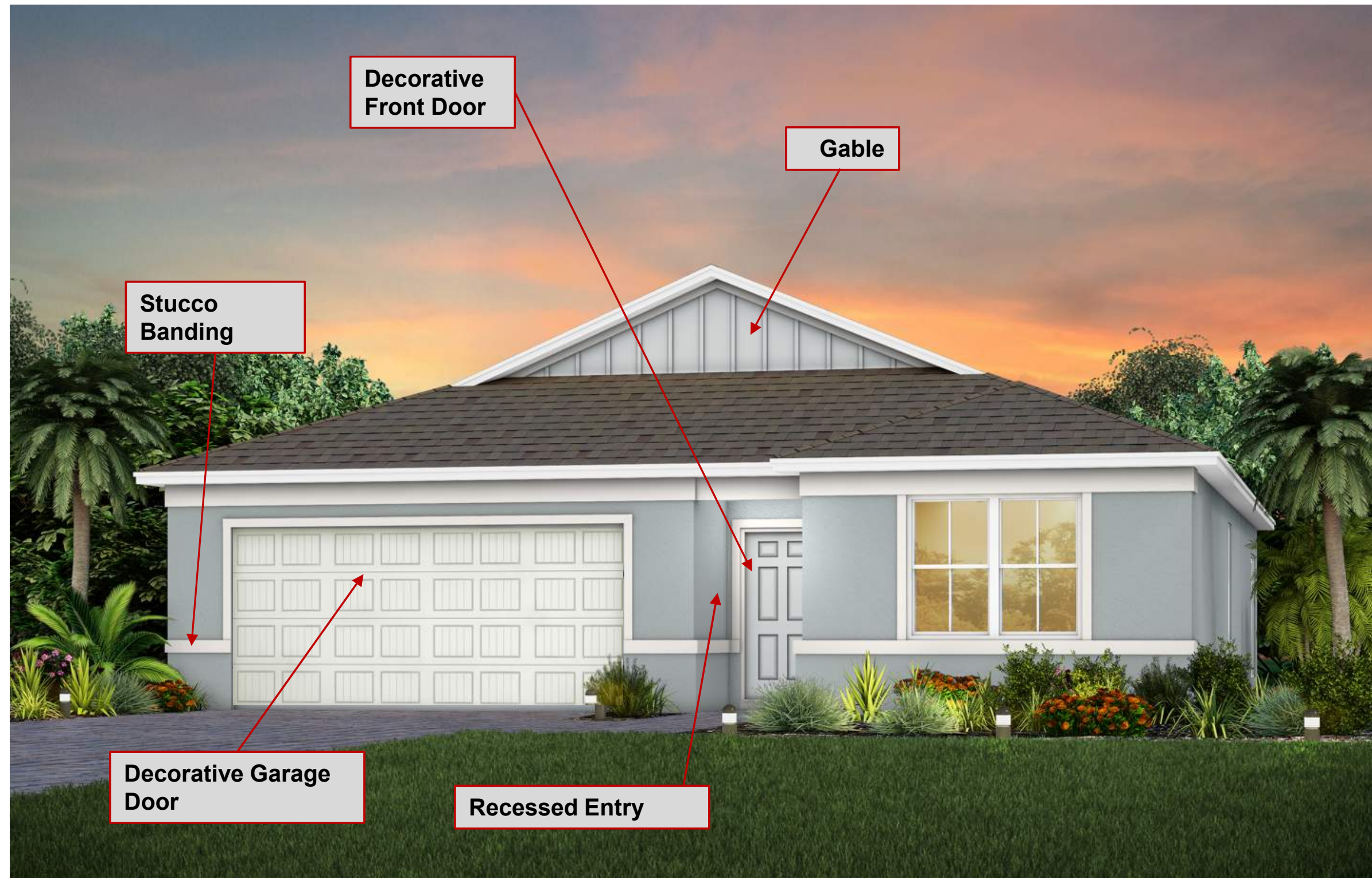
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2. Decorative 6 Panel Front Door
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 - Recessed Entry
 - Covered Entry
 - Sand Finish Stucco Banding
 - Gables
 - Eaves
 - Decorative Bracket at Gables
 - Accent Lap Siding at Gables
 - 30 Year Architectural Shingles



40' Chapman Elevation CO1

Compliance:

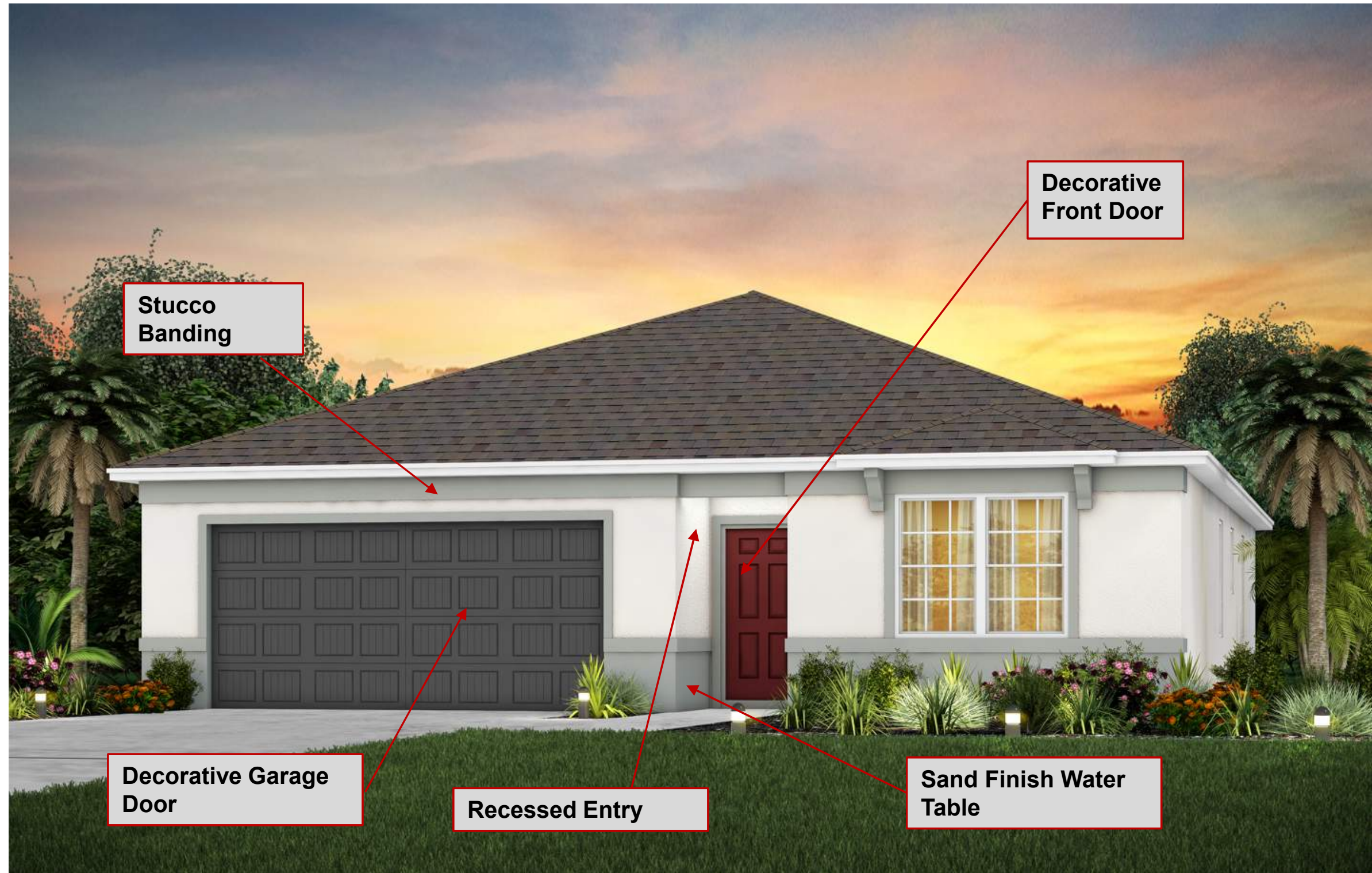
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 - Gable
 - Eaves
 - Accent Board and Batten Siding at Gable
 - 30 Year Architectural Shingles



40' Hanover Elevation FM1

Compliance:

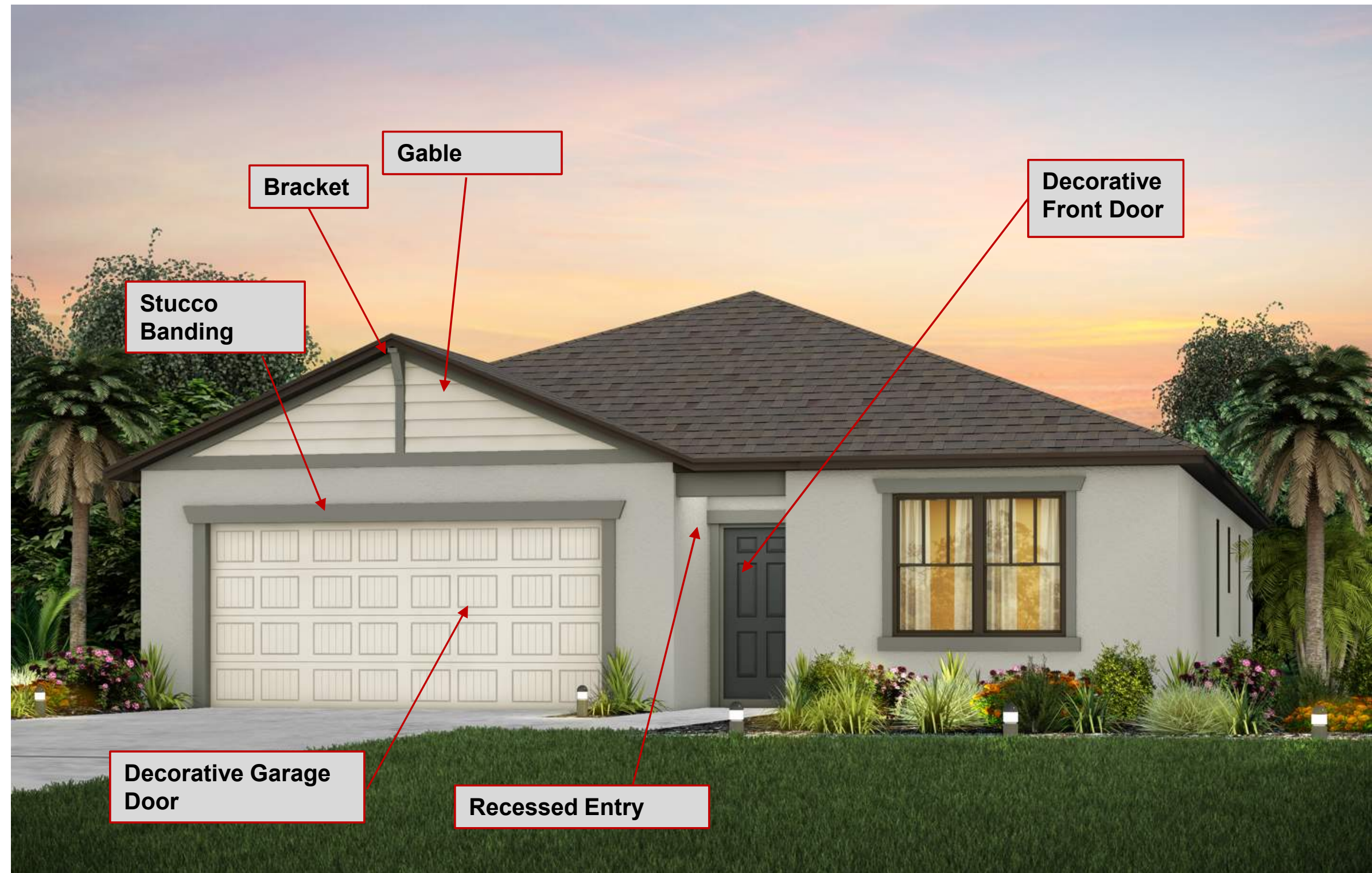
1. Decorative Garage Door
2. Decorative 6 Panel Front Door
3. Architectural Features:
 - Recessed Entry
 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - Sand Finish Stucco Water Table
 - Decorative Brackets
 - 30 Year Architectural Shingles



40' Hanover Elevation C1

Compliance:

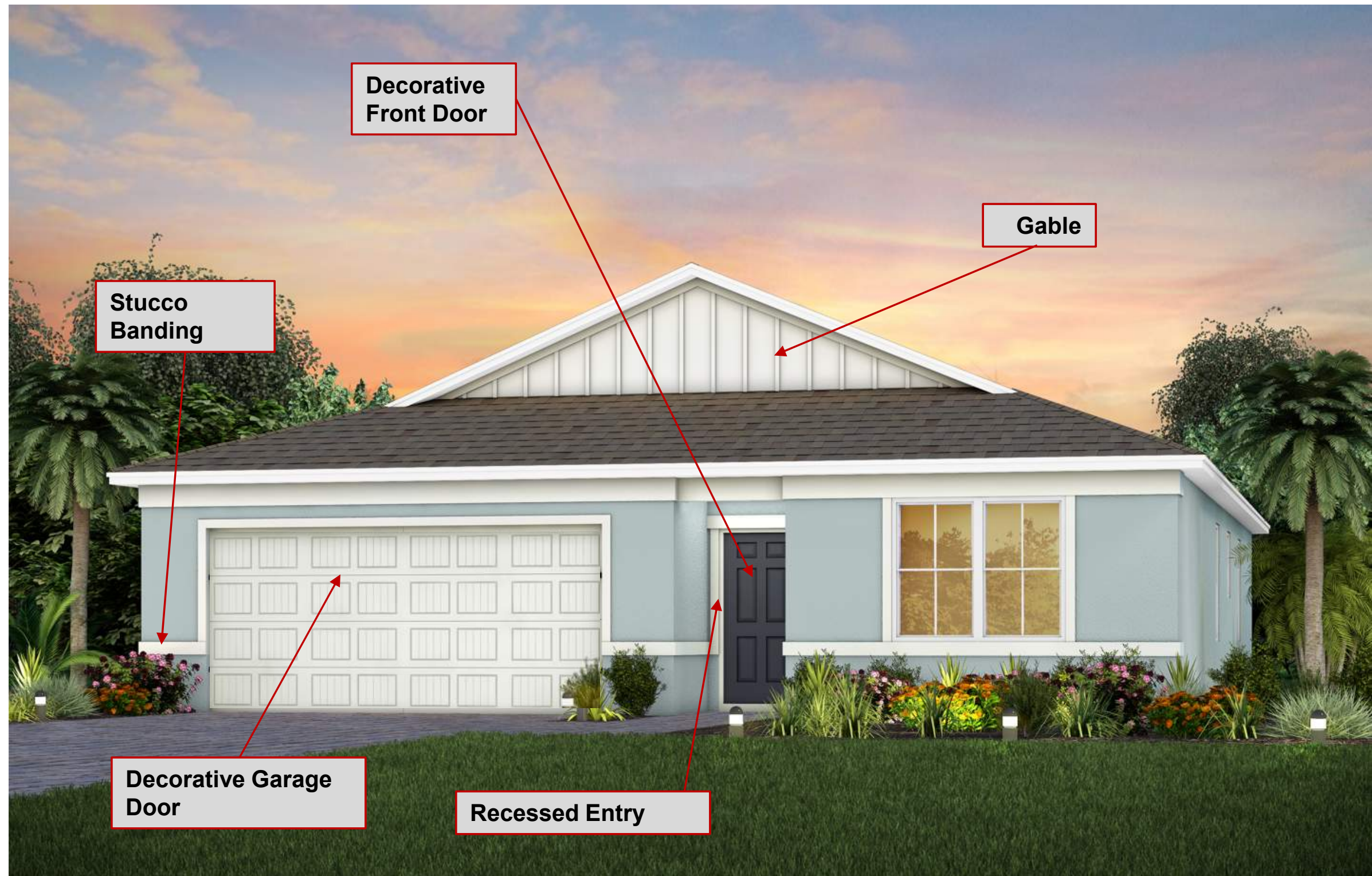
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 - Accent Lap Siding at Gable
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40' Hanover Elevation CO1

Compliance:

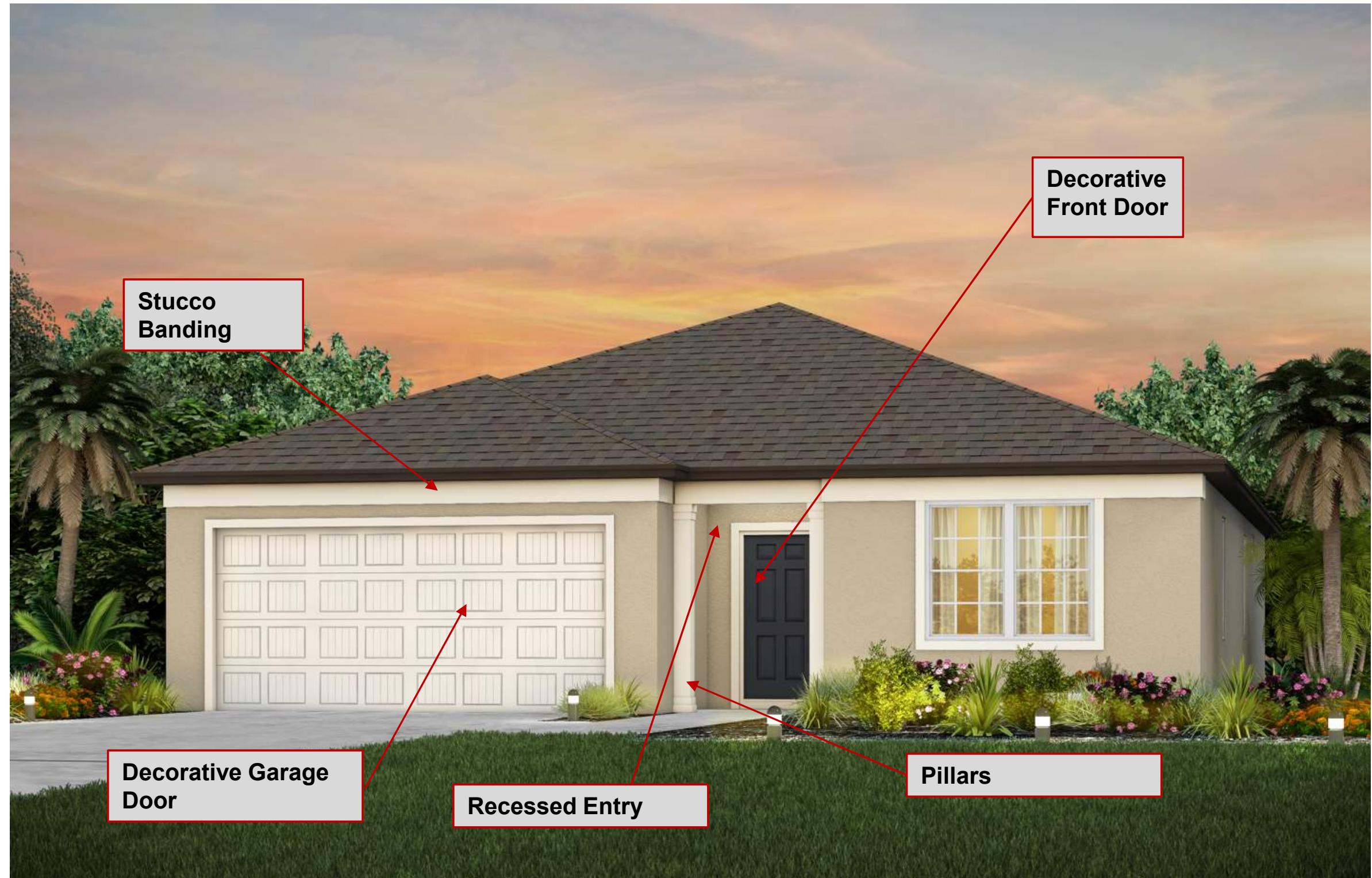
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 - Eaves
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 - 30 Year Architectural Shingles



40' Seabrook Elevation FM1

Compliance:

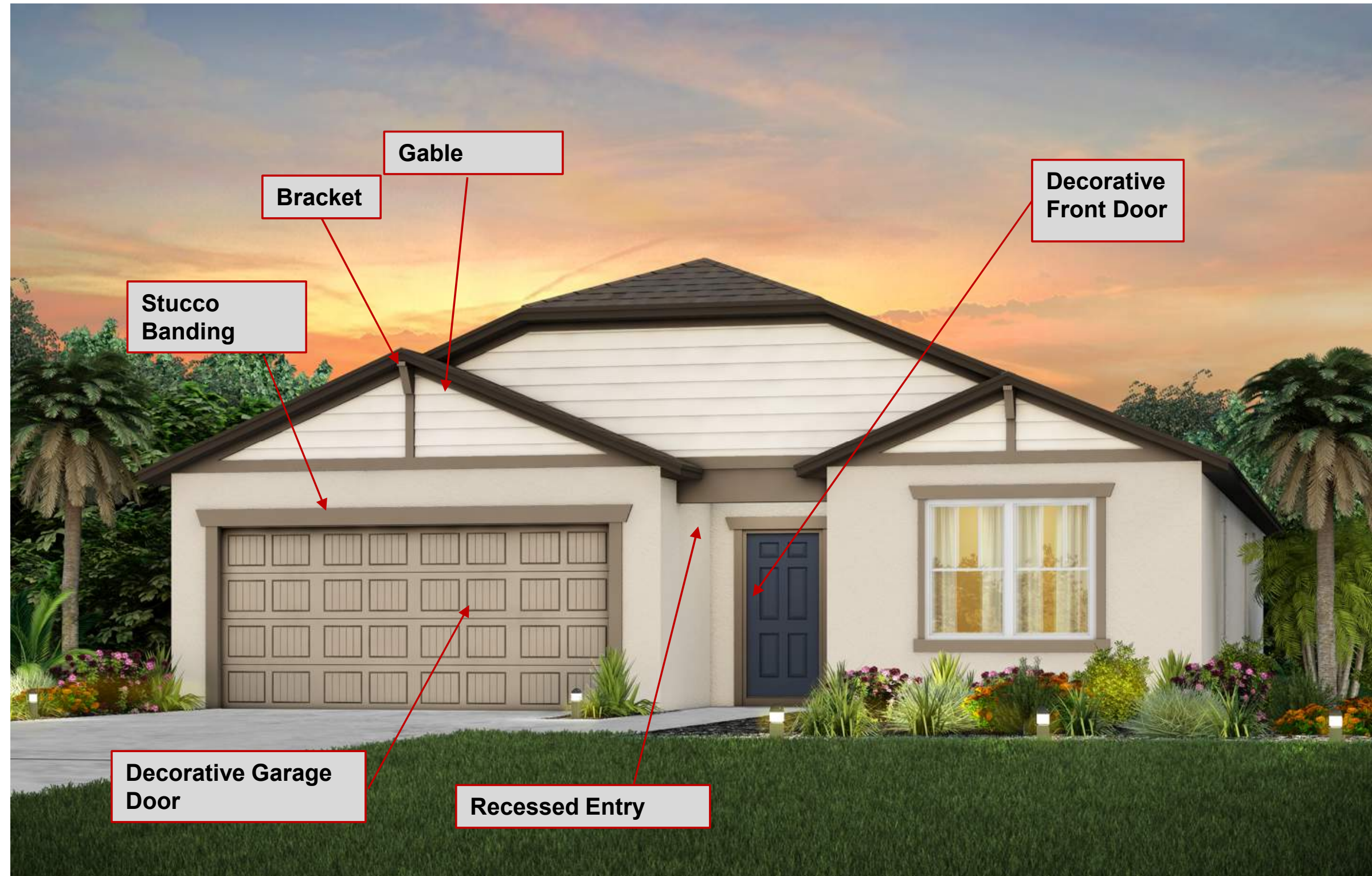
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 - Covered Entry
 - Eaves
 - Sand Finish Stucco Banding
 - Pillars (Sand Finish Stucco)
 - 30 Year Architectural Shingles



40' Seabrook Elevation C1

Compliance:

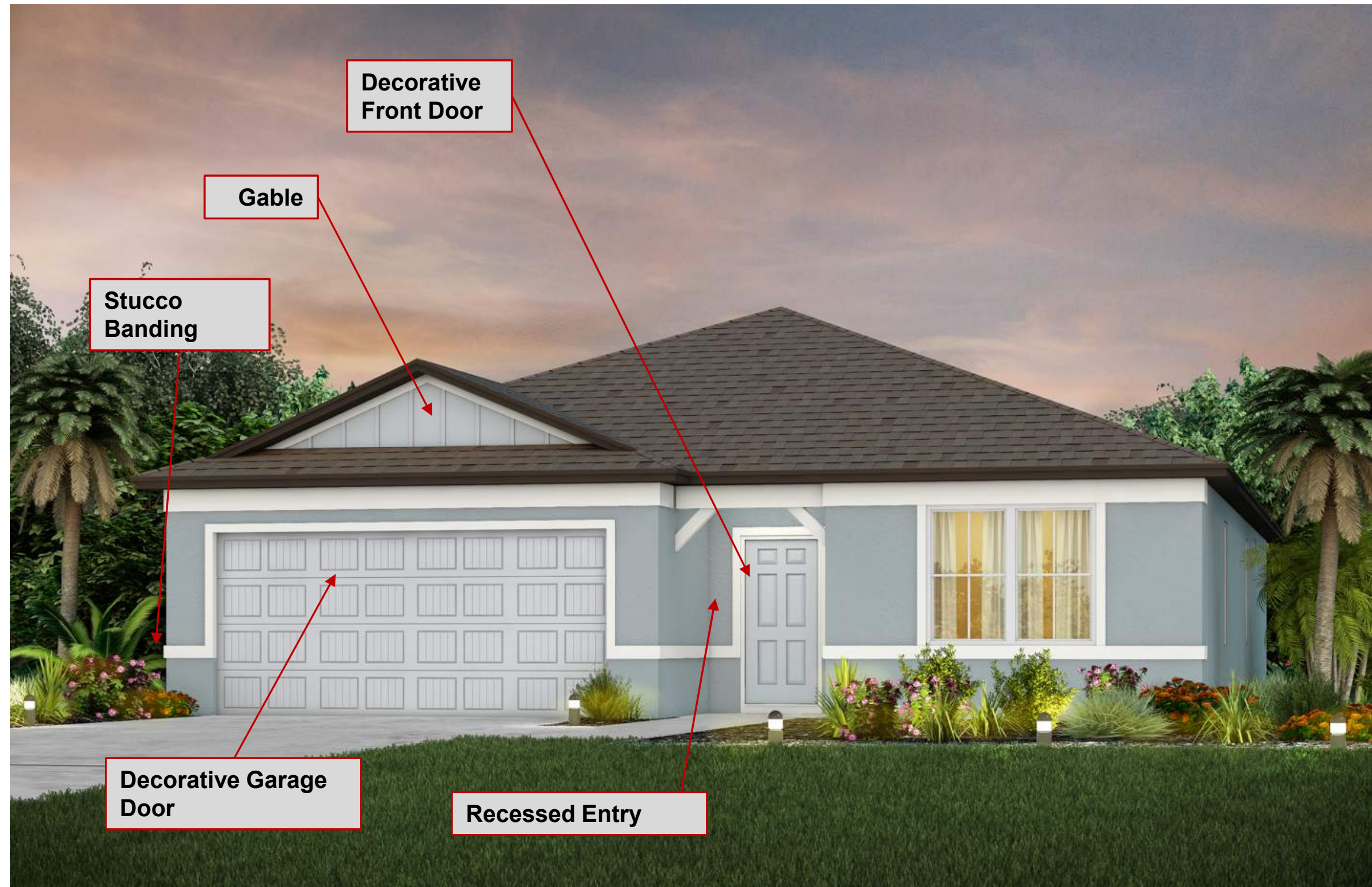
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40' Seabrook Elevation CO1

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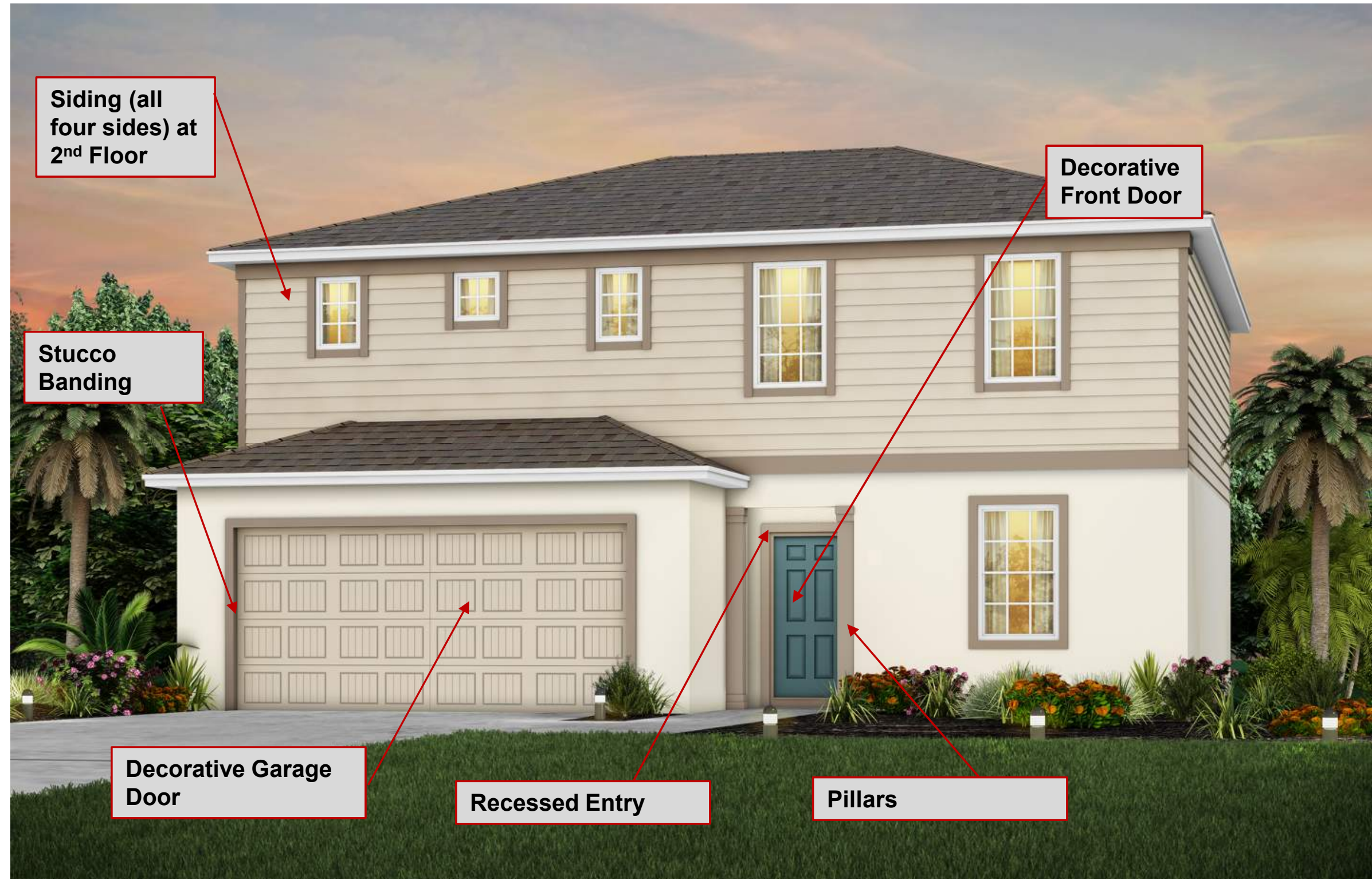
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40' Thompson Elevation FM1

Compliance:

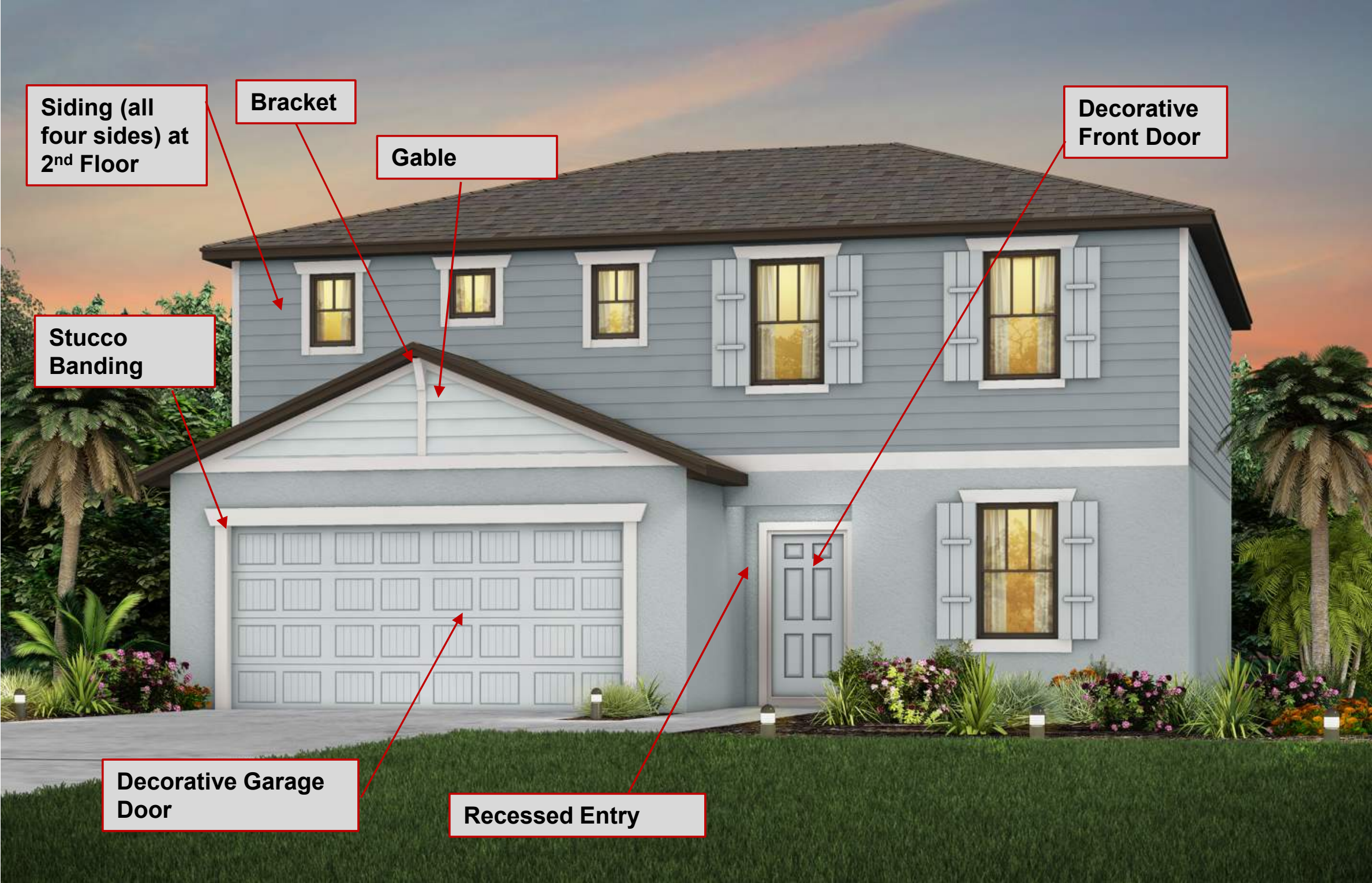
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 - Eaves
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 - Cementitious Siding at 2nd Floor



40' Thompson
Elevation C1

Compliance:

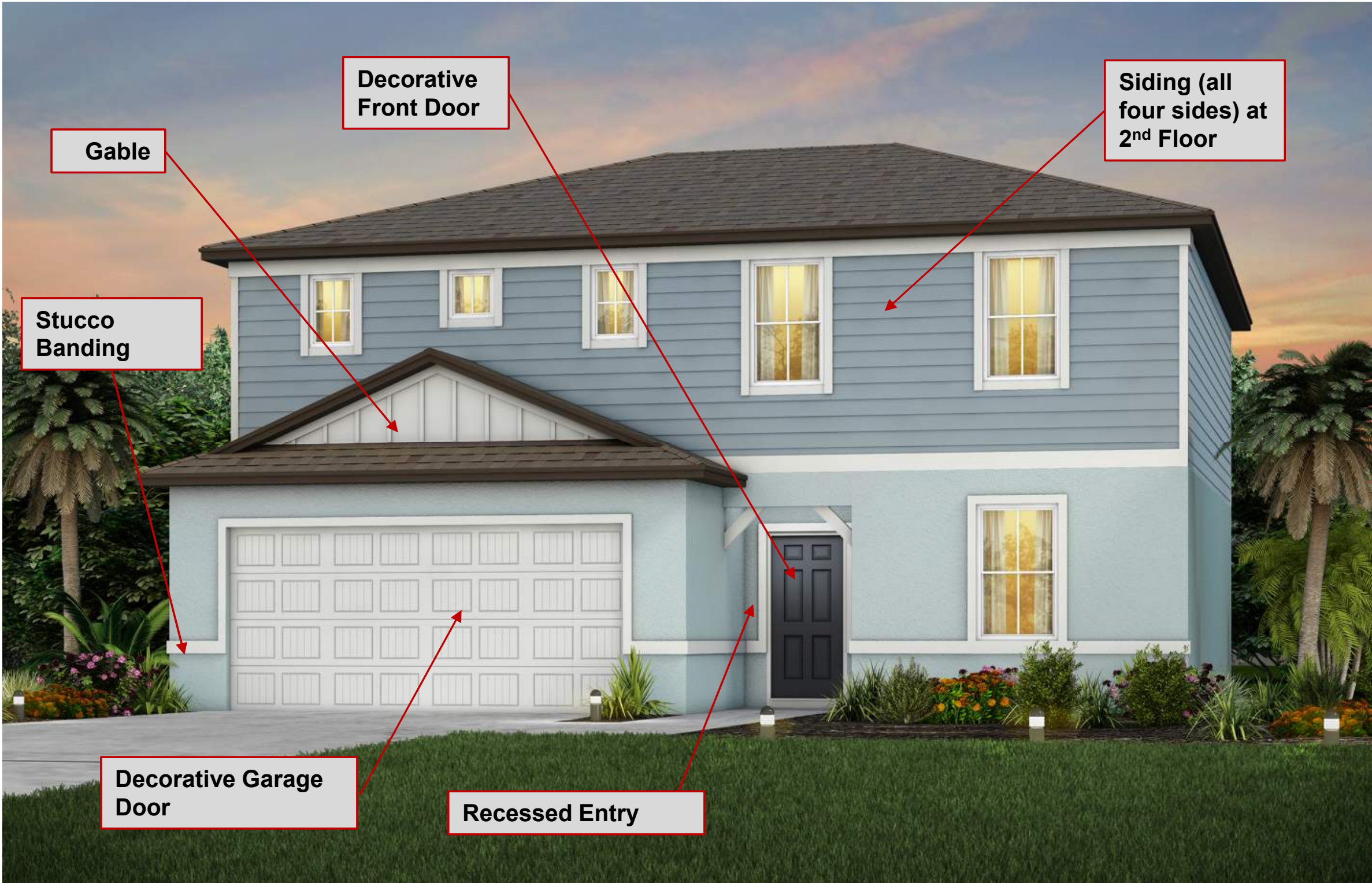
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40' Thompson
Elevation CO1

Compliance:

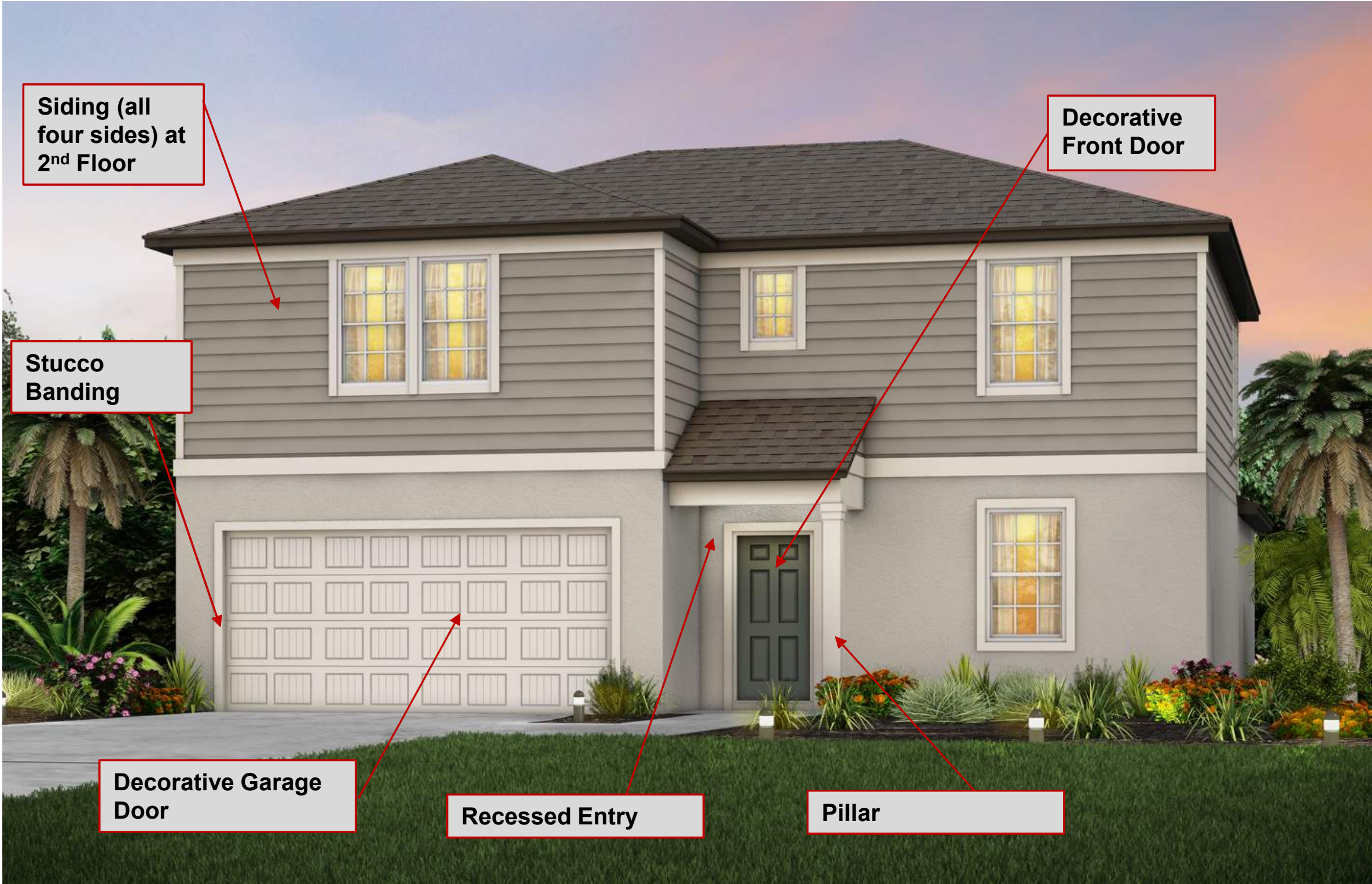
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40' Wakefield
Elevation FM1

Compliance:

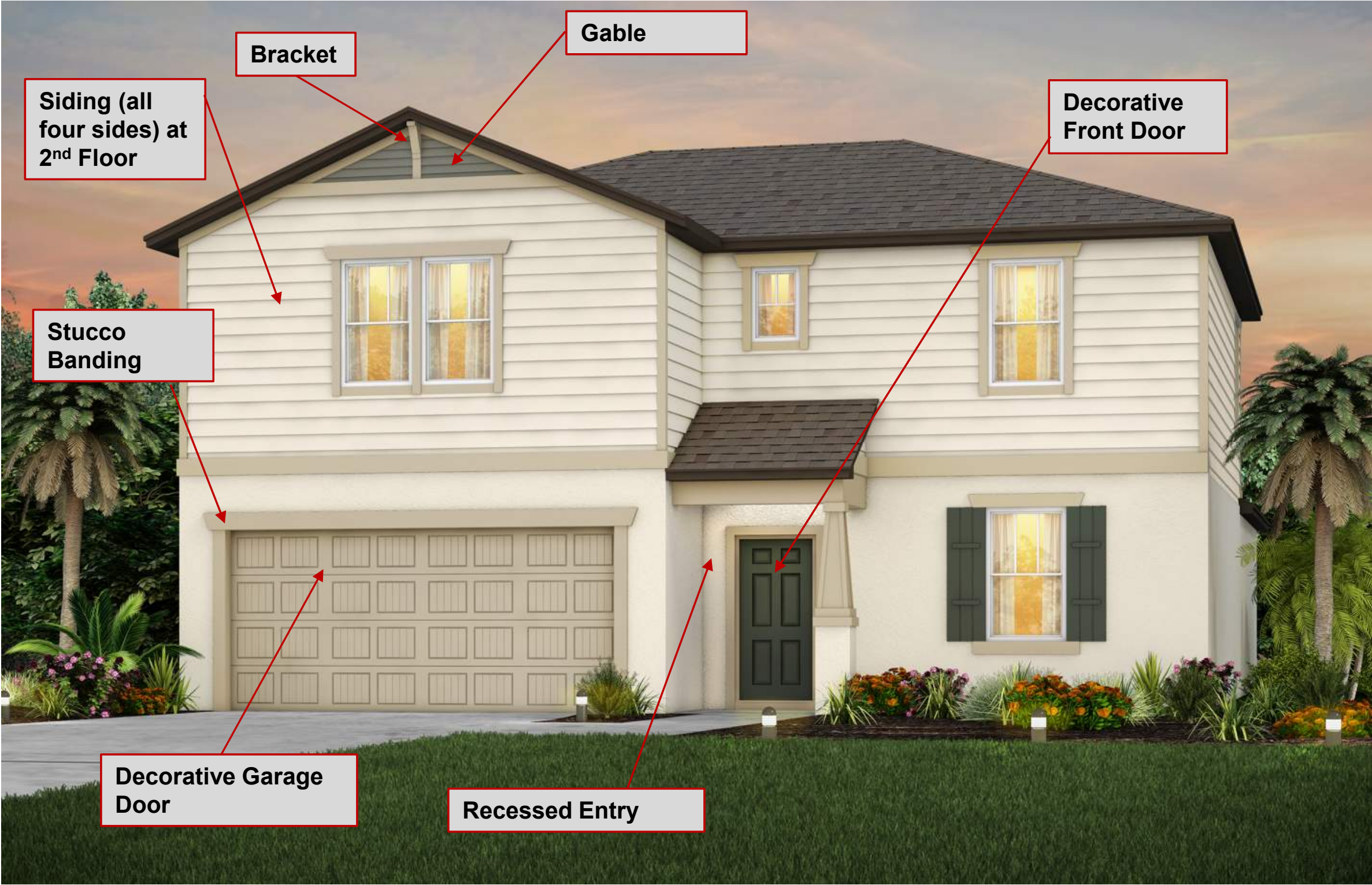
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40' Wakefield
Elevation C1

Compliance:

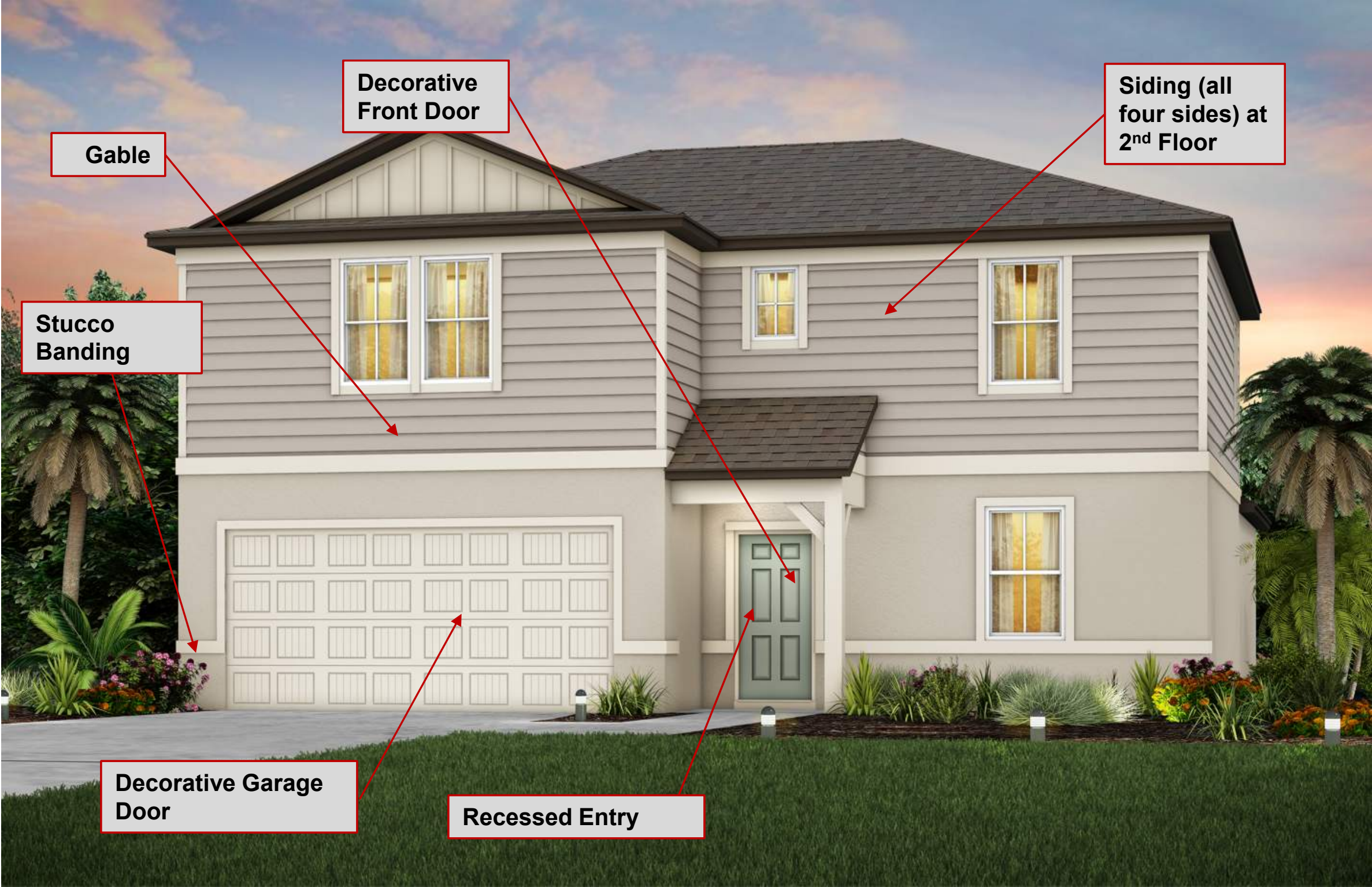
- 1. Decorative Garage Door
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40' Wakefield
Elevation CO1

Compliance:

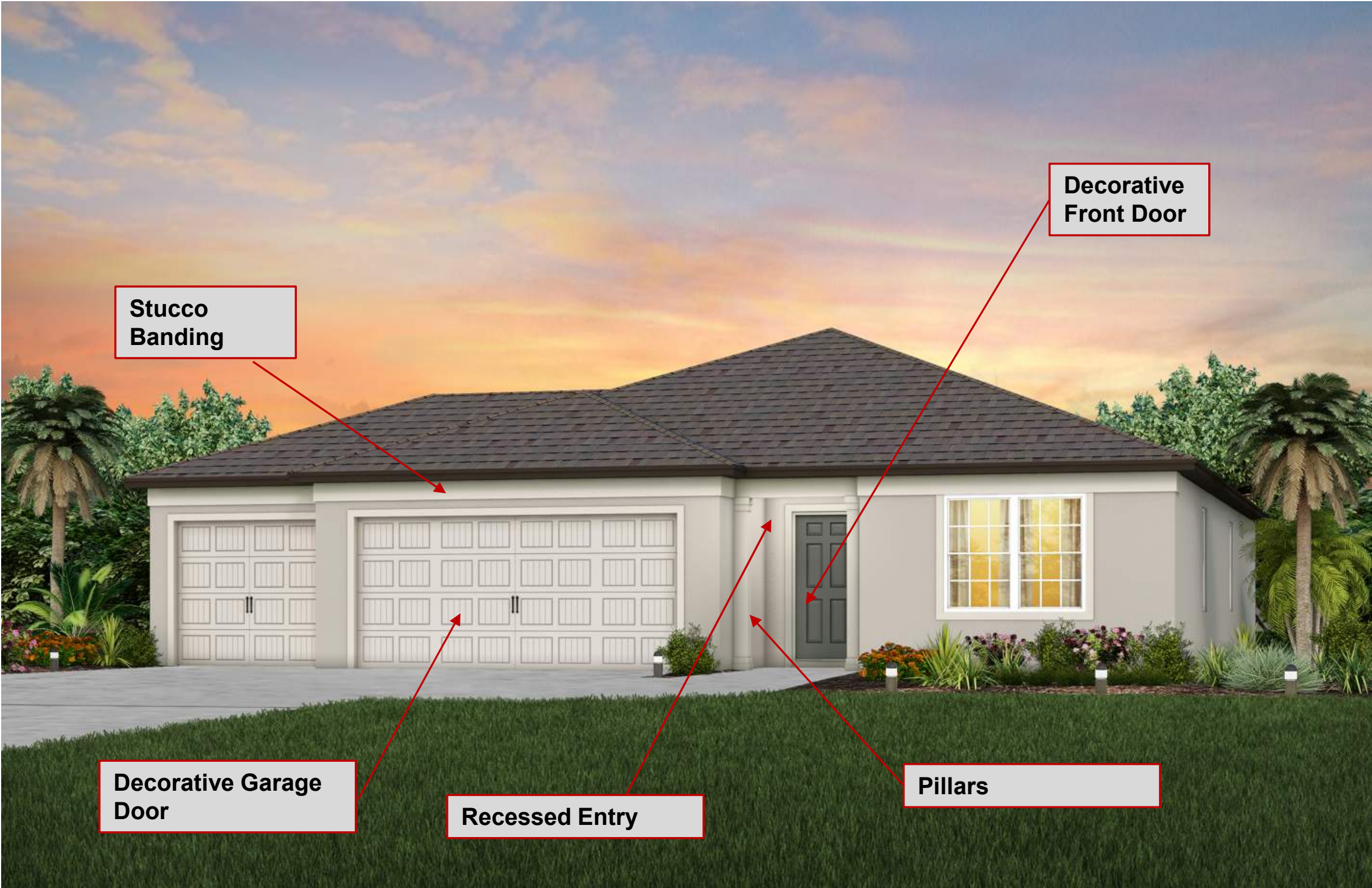
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50' Seabrook Select
Elevation FM1

Compliance:

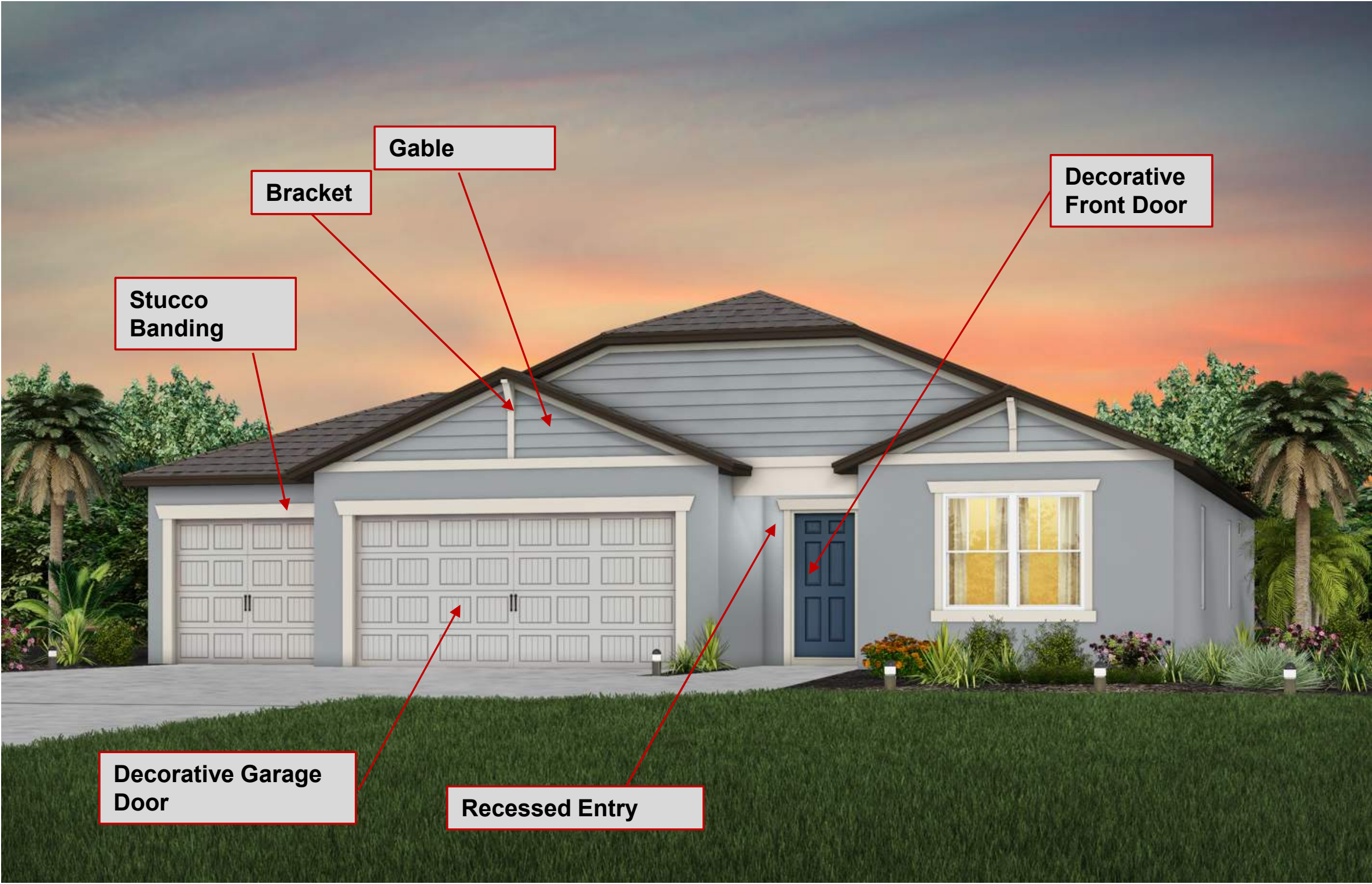
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50' Seabrook Select
Elevation C1

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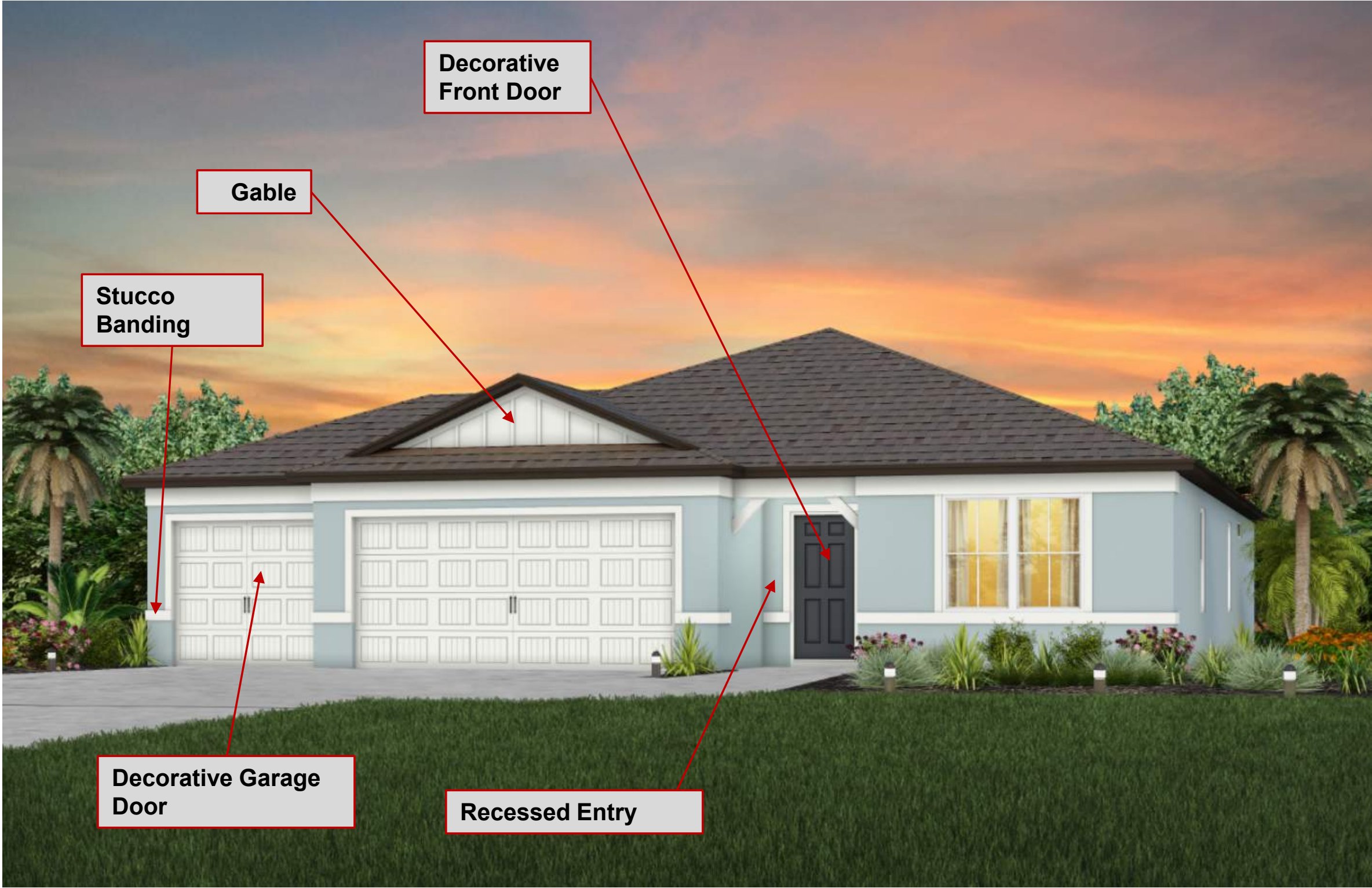
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50' Seabrook Select
Elevation CO1

Compliance:

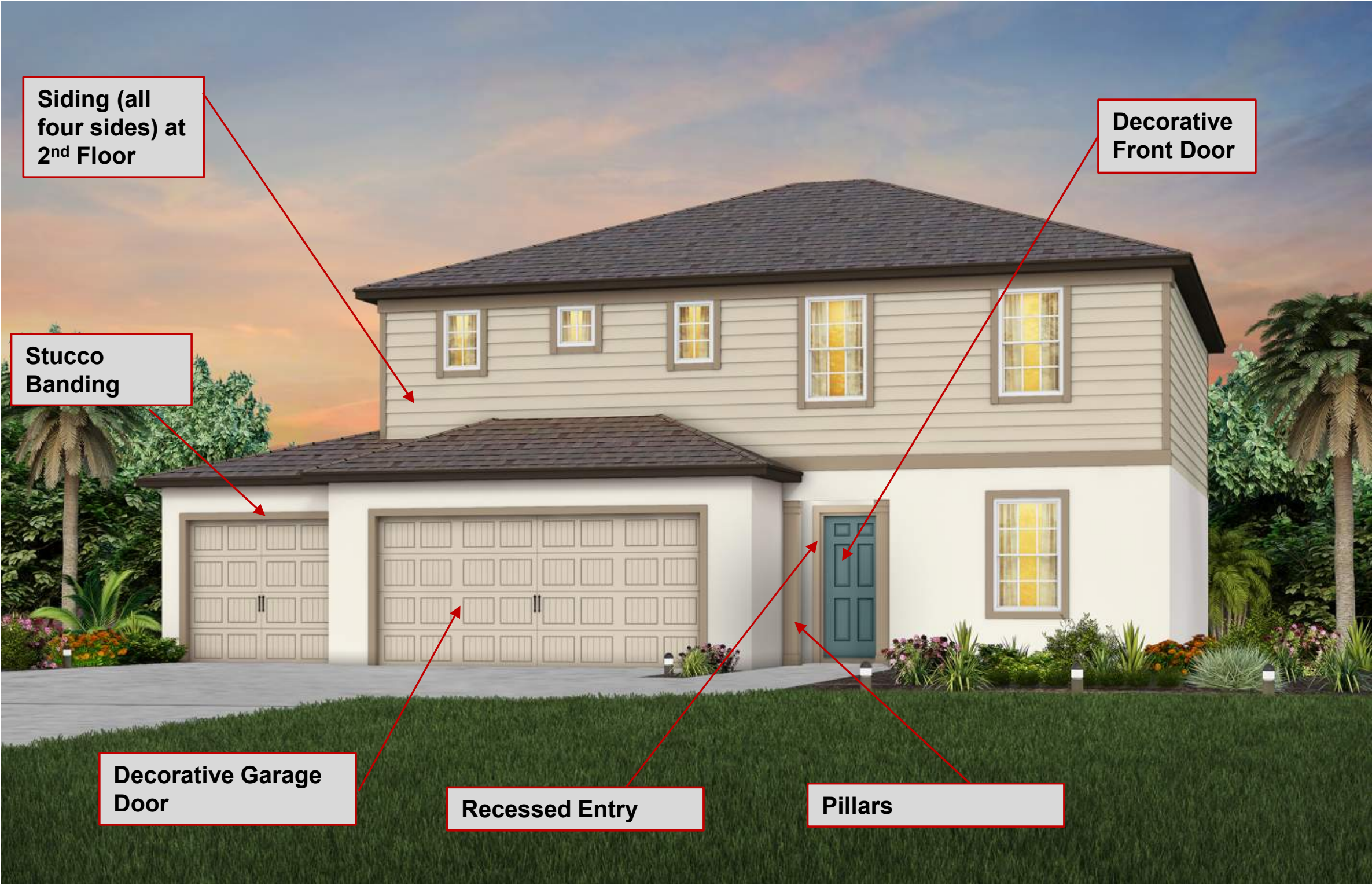
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50' Thompson Select
Elevation FM1

Compliance:

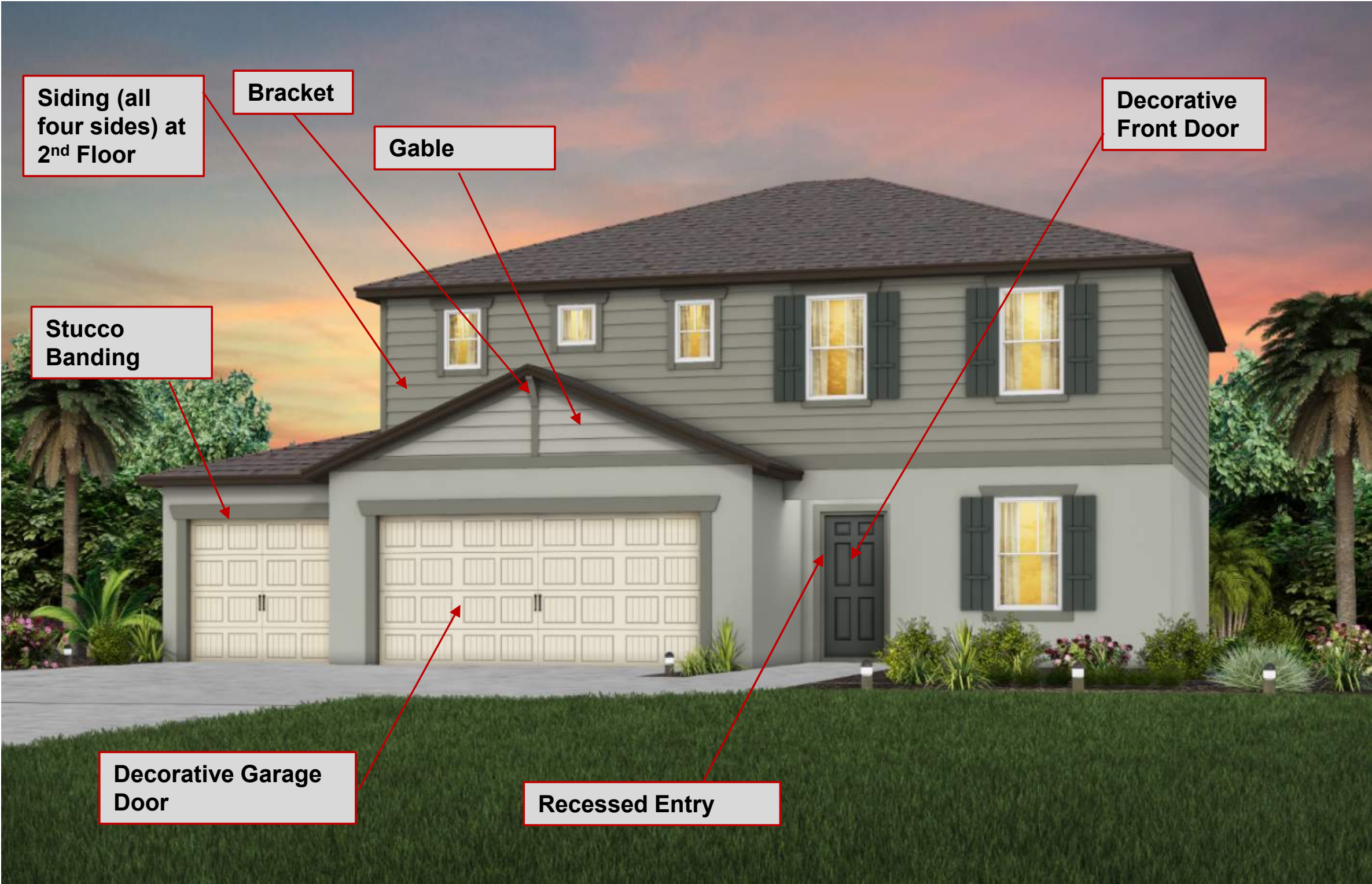
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50' Thompson Select
Elevation C1

Compliance:

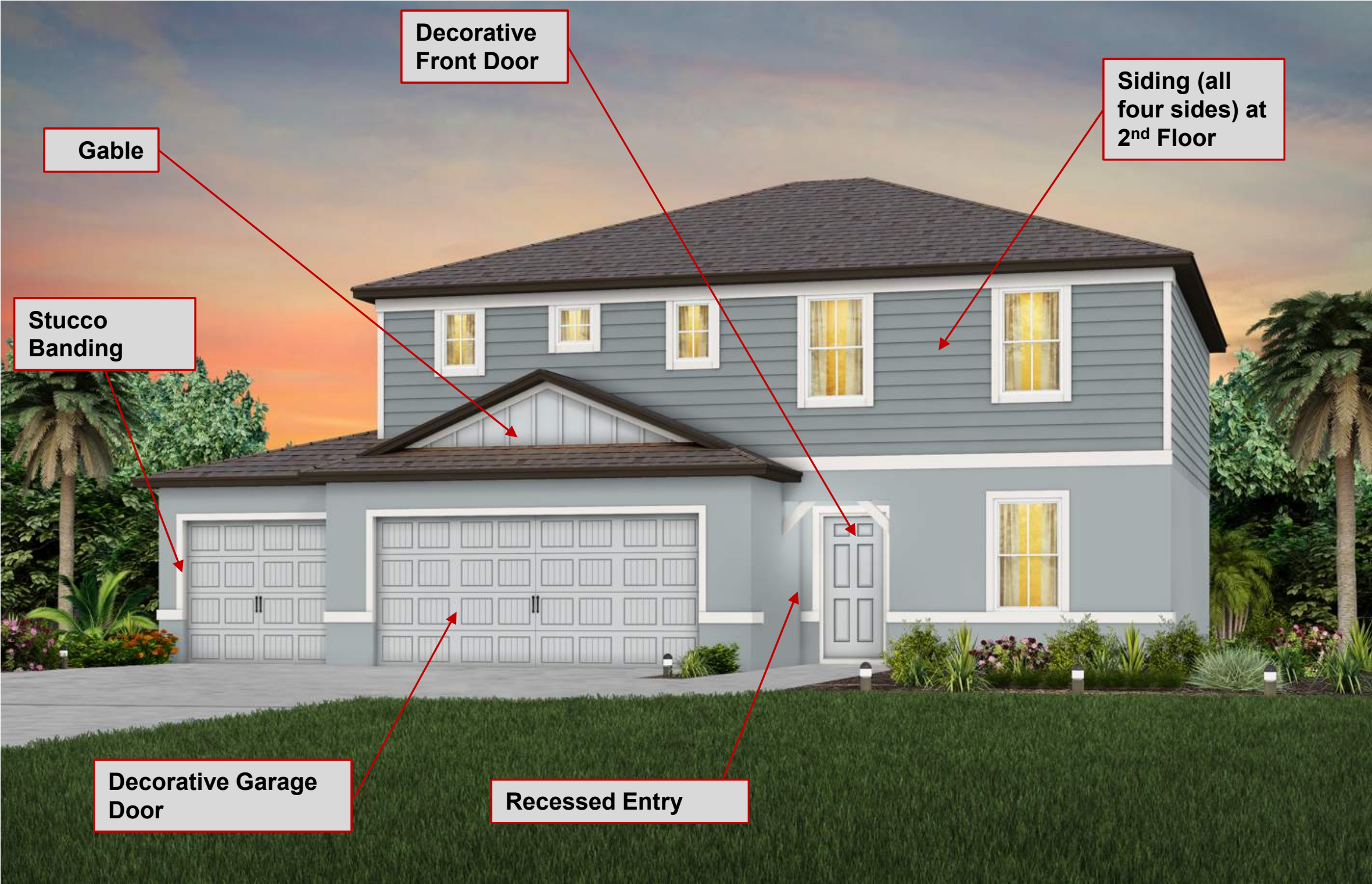
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50' Thompson Select
Elevation CO1

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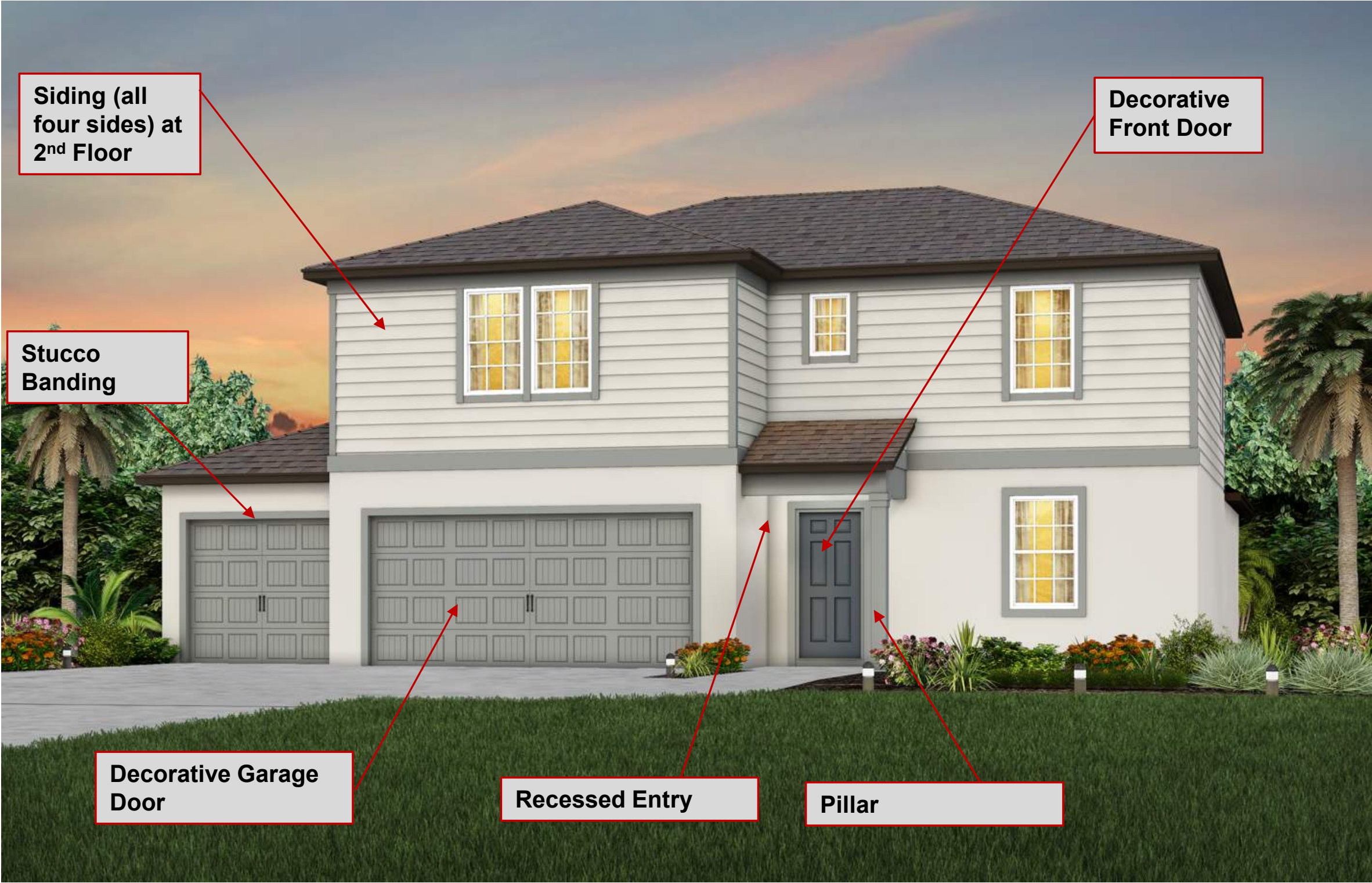
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50' Wakefield Select
Elevation FM1

Compliance:

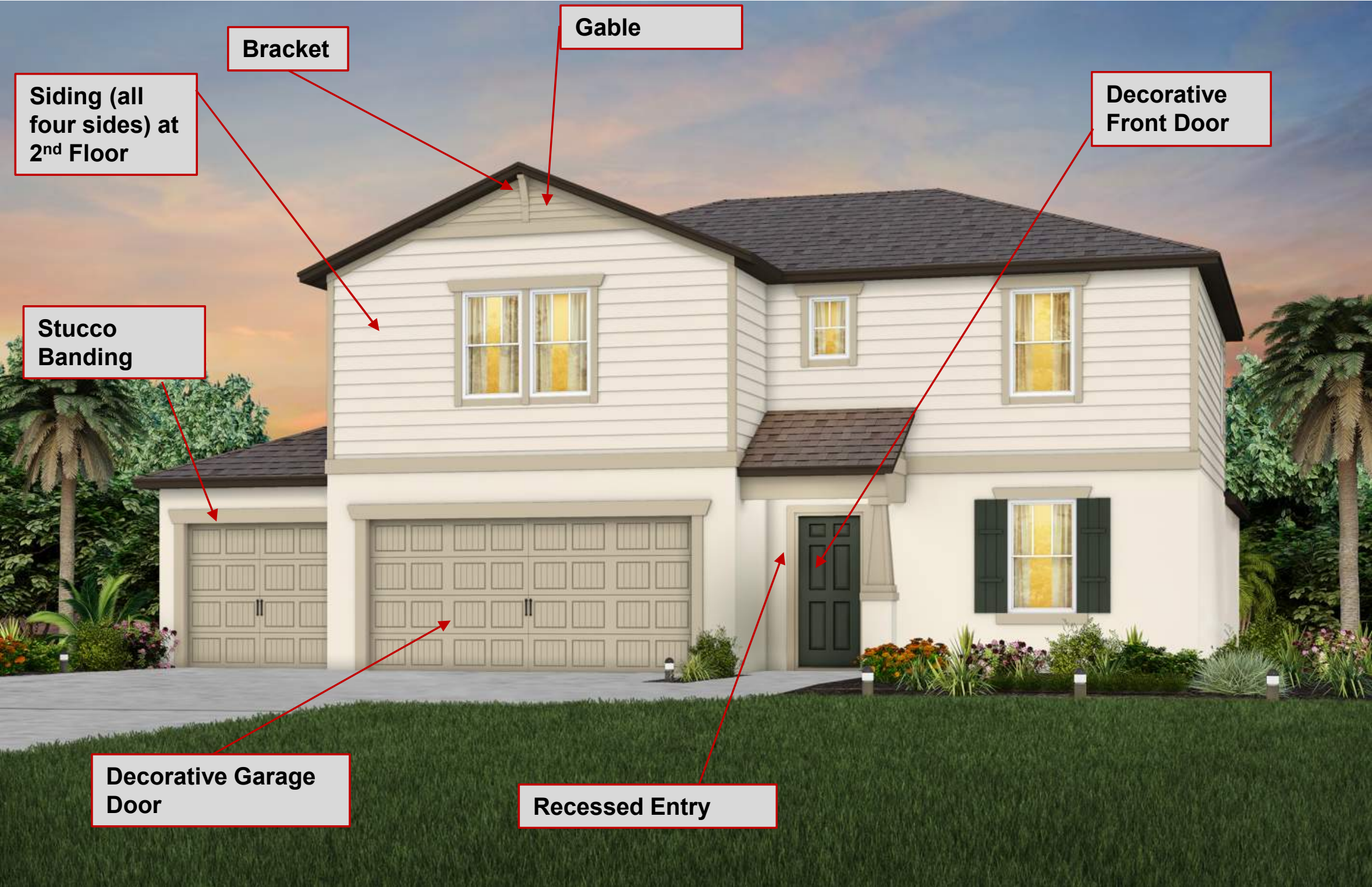
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50' Wakefield Select
Elevation C1

Compliance:

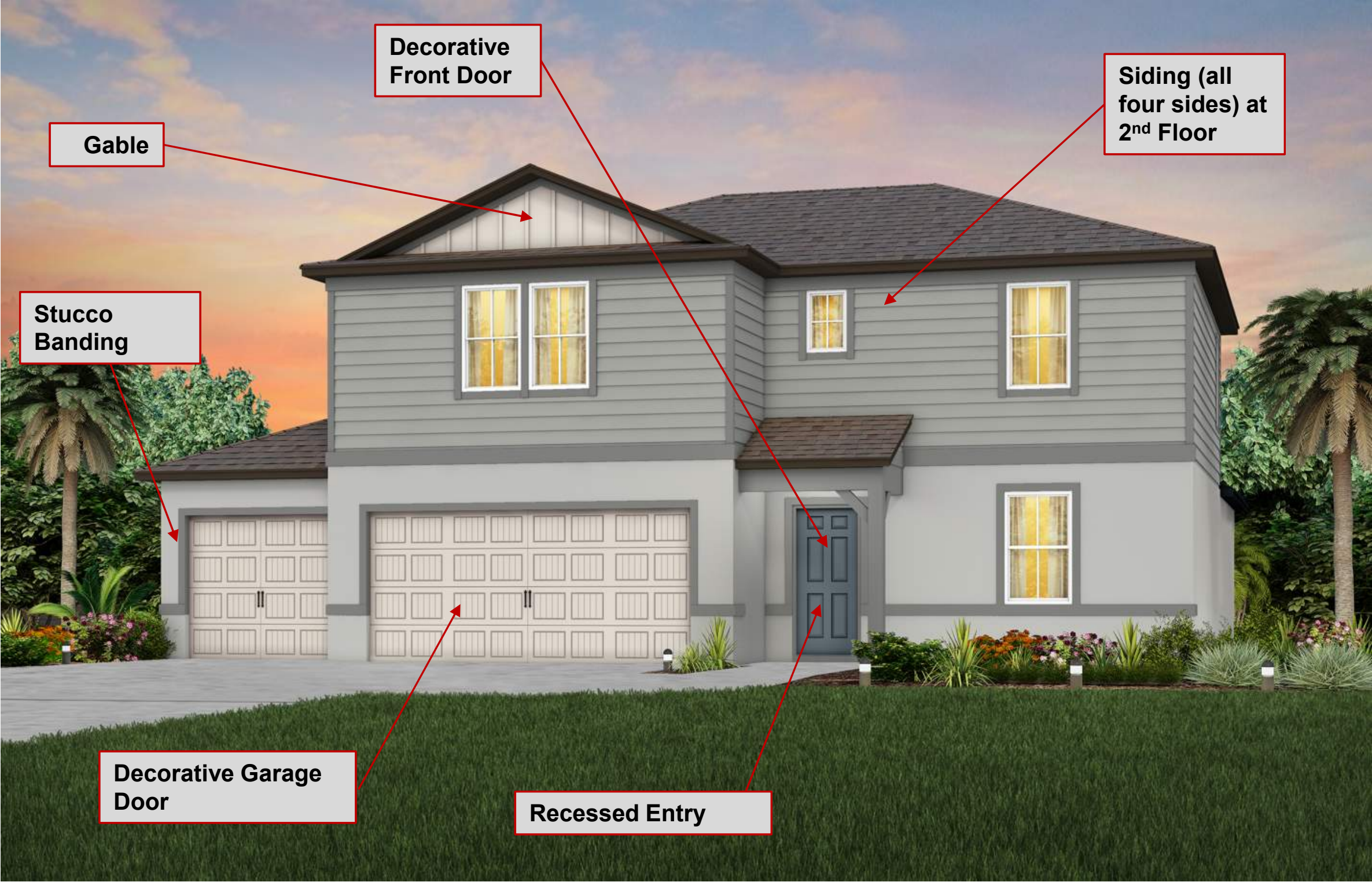
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50' Wakefield Select
Elevation CO1

Compliance:

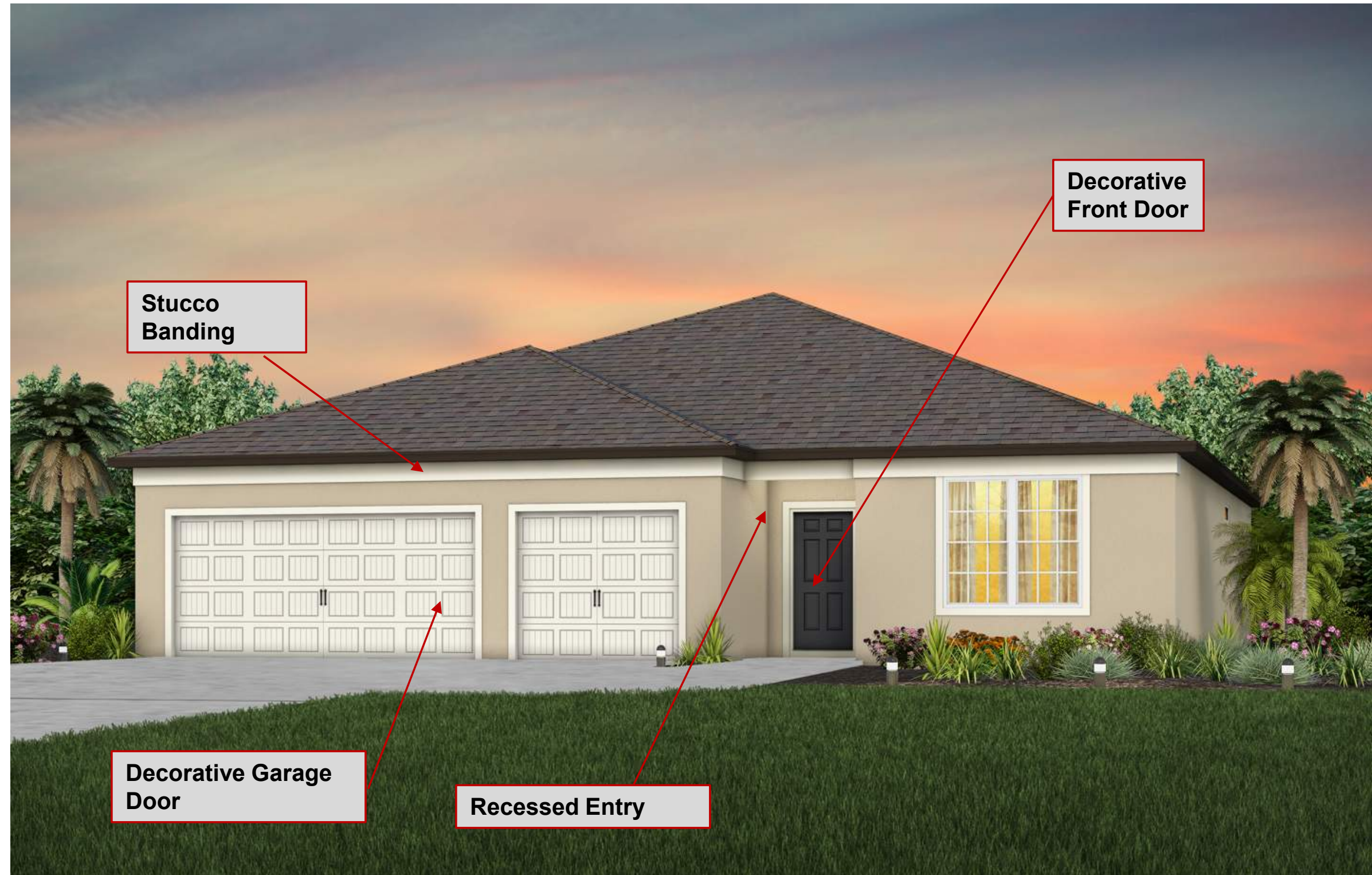
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50' Arbor Elevation FM1

Compliance:

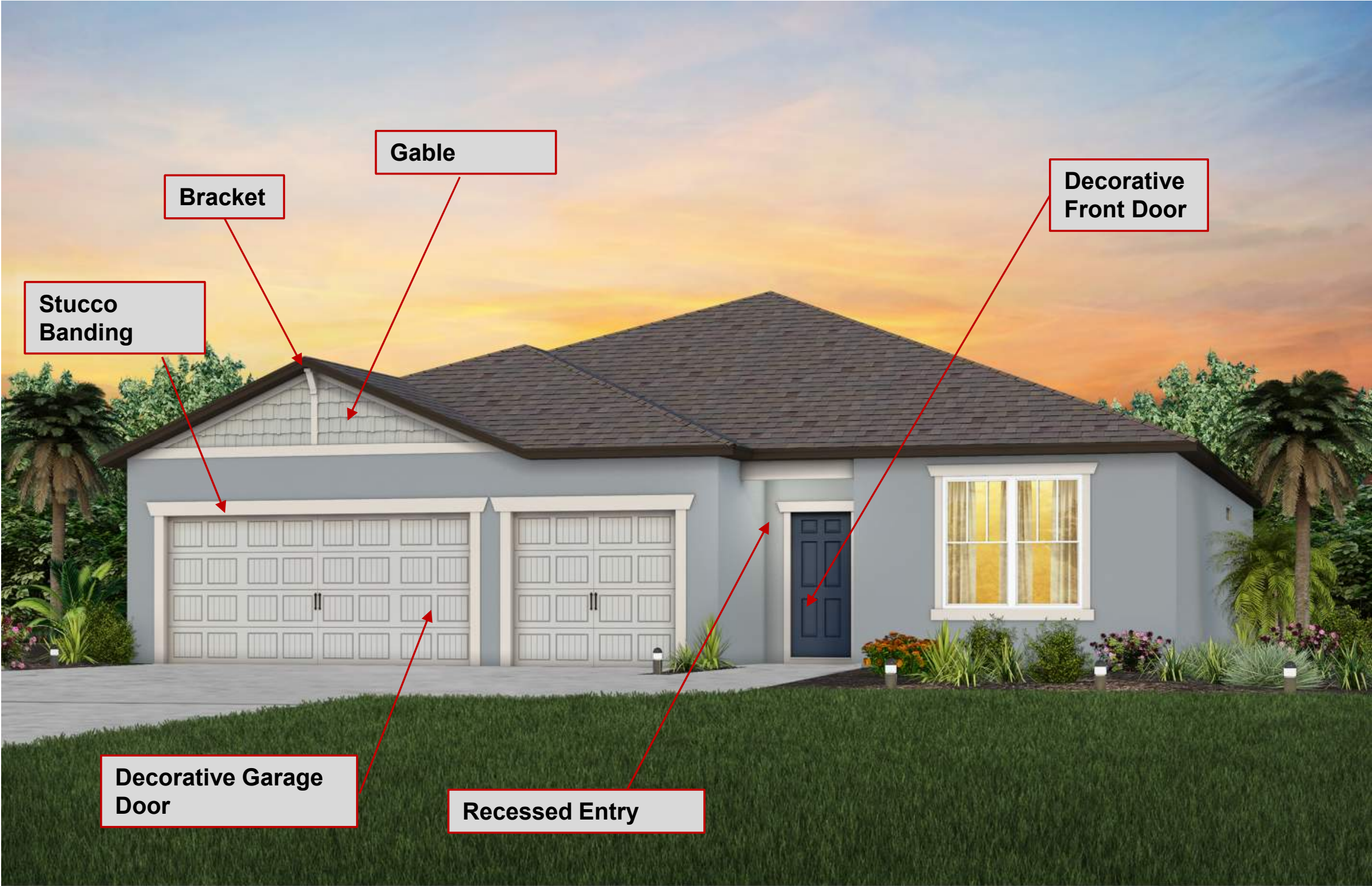
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50' Arbor
Elevation C1

Compliance:

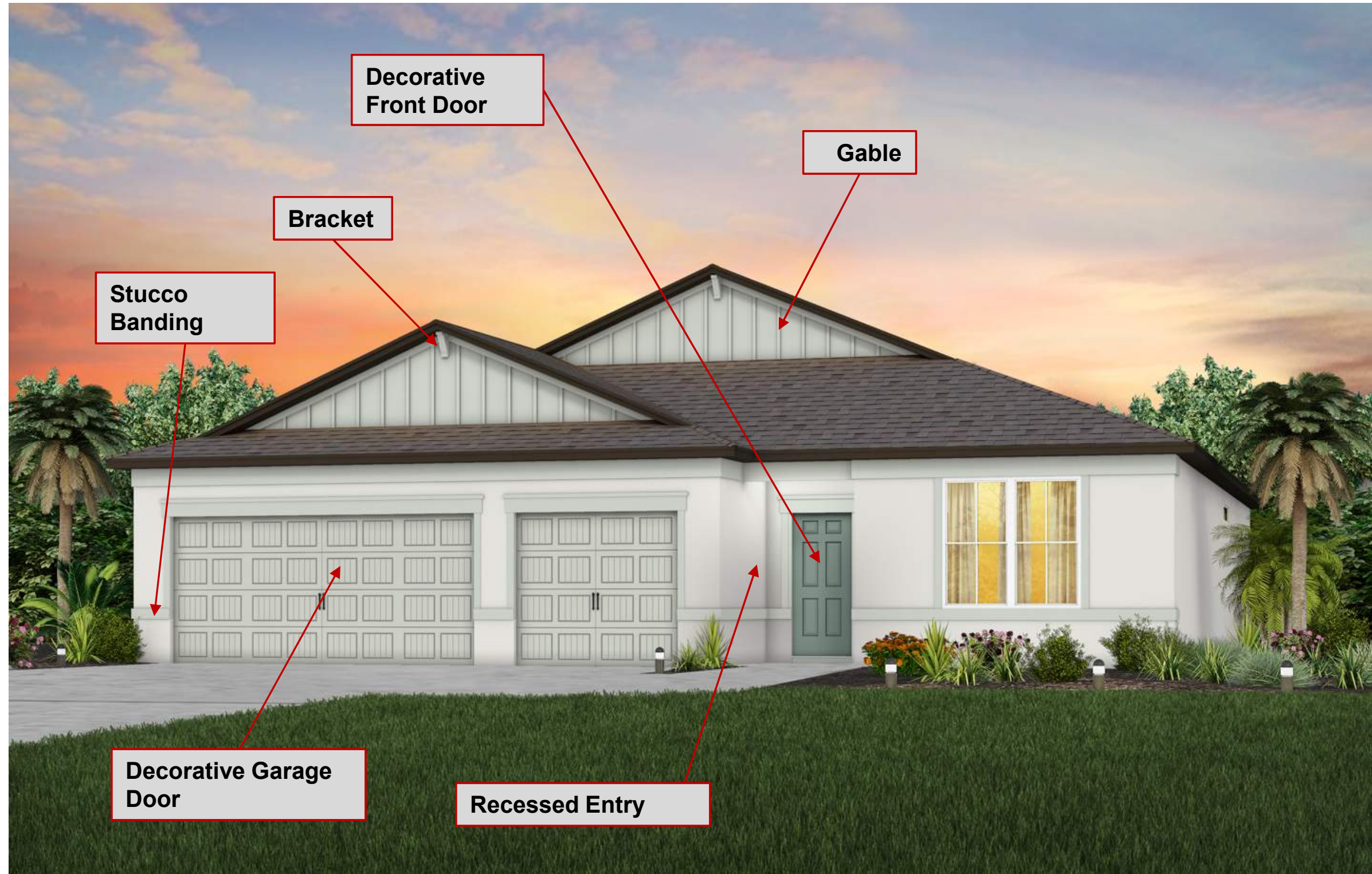
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 - Gable
 - Eaves
 - Decorative Bracket at Gable
 - Accent Shake Siding at Gable
 - 30 Year Architectural Shingles



50' Arbor Elevation CO1

Compliance:

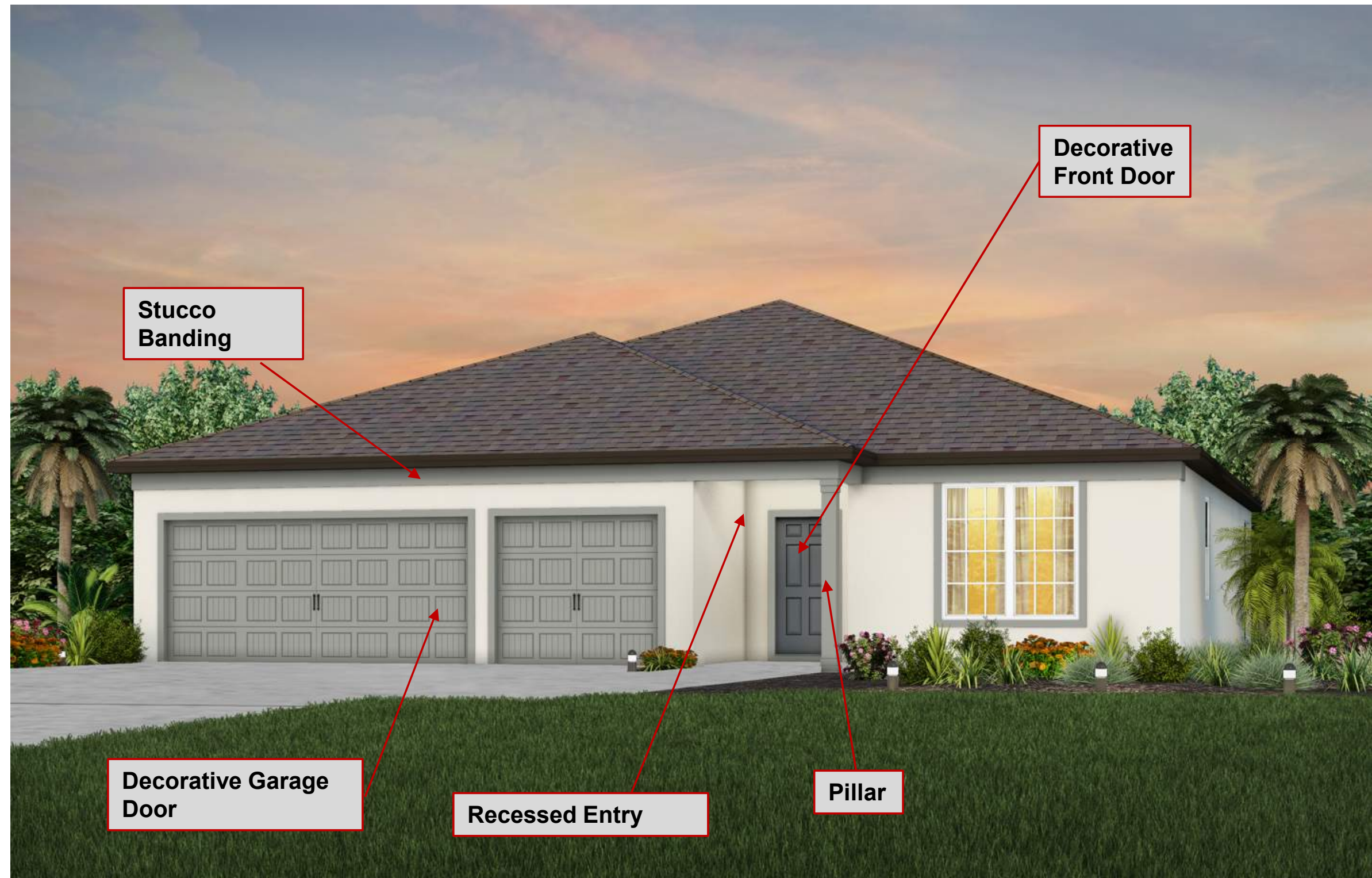
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50' Bayshore Elevation FM1

Compliance:

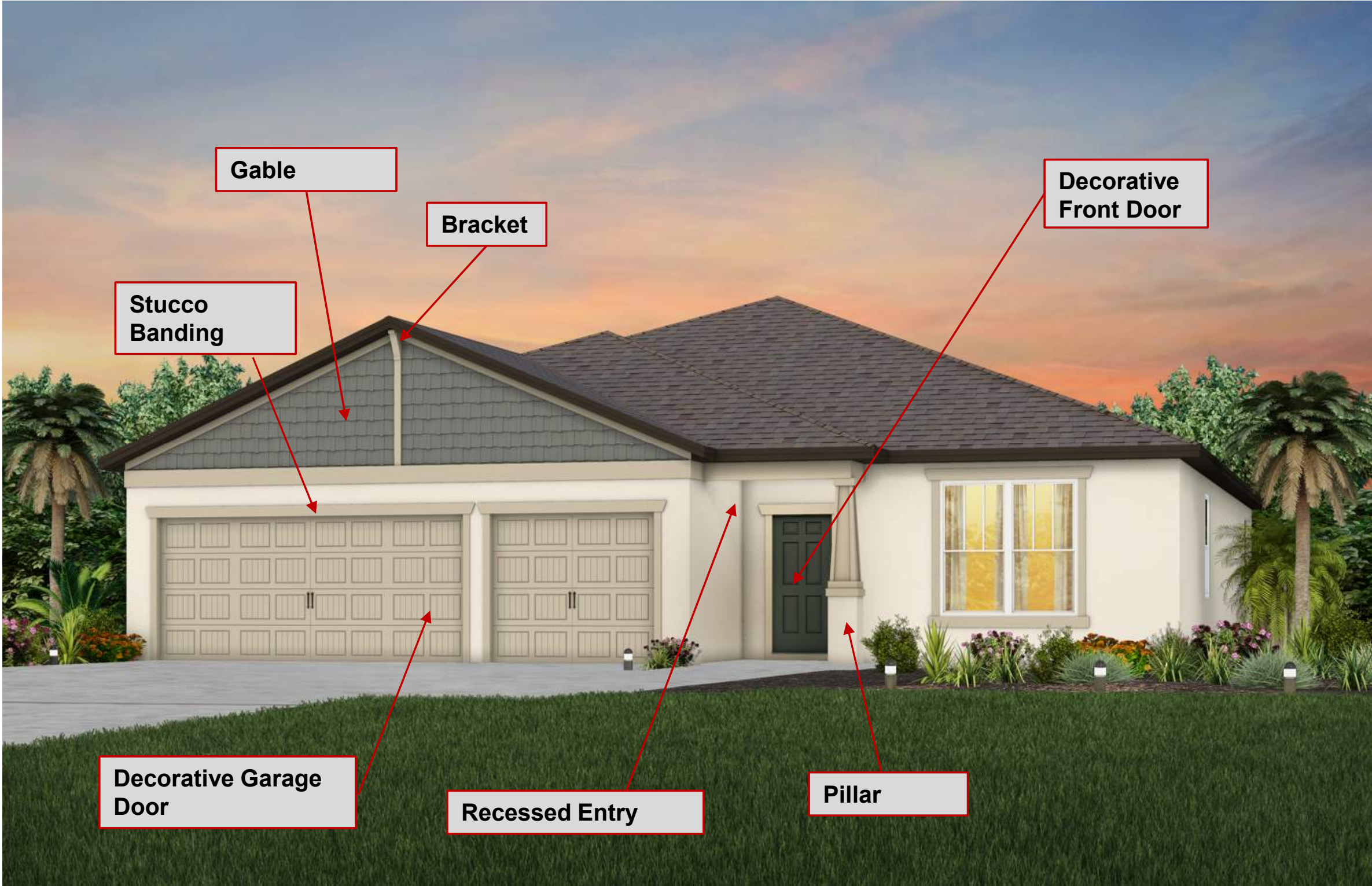
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50' Bayshore
Elevation C1

Compliance:

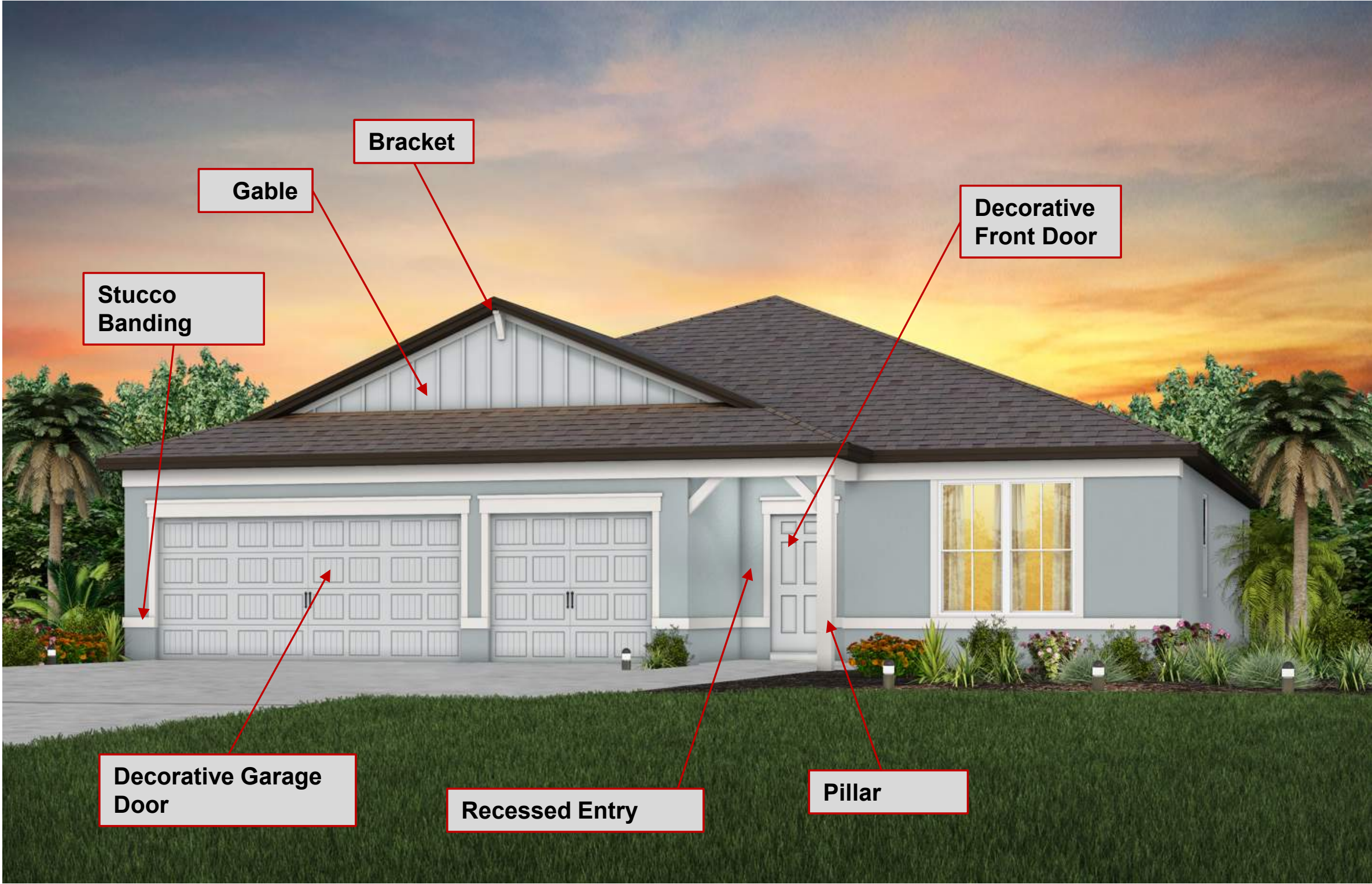
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50' Bayshore
Elevation CO1

Compliance:

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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: September 12, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, modifying the zoning on approximately 4.64 +/- acres, for a property generally located south of County Road 44, west of Whitney Road, and east of Executive Boulevard, lying in Section 19, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (T T Storage)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to modify the zoning of the subject property to change the expiration date of Ordinance No. 16-24 for the SPUD (Small Planned Unit Development) zoning.

Analysis:

The project site is approximately 4.64 +/- acres, and is generally south of County Road 44, west of Whitney Road, and east of Executive Boulevard as shown on the attached maps. At this time, the property is vacant and undeveloped. The request will change the expiration date of Ordinance No. 16-24 for the SPUD (Small Planned Unit Development) zoning. The existing land uses surrounding the property are vacant industrial and pasture. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on July 21, 2022 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed modification to the SPUD (Small Planned Unit Development) to change the expiration date of Ordinance No. 16-24; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, MODIFYING THE ZONING ON APPROXIMATELY 4.64 +/- ACRES, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 44, WEST OF WHITNEY ROAD, AND EAST OF EXECUTIVE BOULEVARD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (T T STORAGE)

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

Section 1.

Based upon the petition of Michael W. Springstead for Springstead Engineering (Petitioner) for David Anthony of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby modified to allow the expiration date to change for Ordinance No. 16-24 for the City of Leesburg SPUD (Small Planned Unit Development)), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of September 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

Legal Description

BEG 374 FT N OF SE COR OF SW 1/4 OF SE 1/4 & RUN W
448.78, N |
500 FT, S 84DEG, 48MIN, 07SEC, E TO E LINE OF SW 1/4 OF
SE |
1/4, S TO POB--LESS ANY PORTION THEREOF WHICH LIES
WITHIN |
THE FOLLOWING PARCEL: FROM SE COR OF SW 1/4 OF SE
1/4 RUN W |
437.15 FT, N 01DEG 19MIN 01SEC W 230 FT FOR POB, CONT
N |
01DEG 19MIN 01SEC W TO S'LY R/W OF HWY 44, S 67DEG
40MIN |
50SEC E ALONG R/W 27.29 FT, S 01DEG 19MIN 01SEC E
899.17 FT |
TO THE BEGINNING OF A CURVE CONCAVE NE'LY &
HAVING A RADIUS |
OF 40 FT, THENCE SE'LY ALONG CURVE THROUGH A
CENTRAL ANGLE |
OF 88DEG 01MIN 20SEC, A DIST OF 61.45 FT, NW'LY TO POB

TT STORAGE - LEESBURG
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
Development Conditions
July 21, 2022

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg, Lake County, Florida to **TT Storage - Leesburg, David Anthony, P.O. Box 510240, Punta Gorda, Florida 33951** "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has applied requesting a SPUD (Small Planned Unit Development) zoning district for commercial and light industrial uses on an approximately 4.64+/- acre site generally located on the south side of County Road 44, west of Whitney Road, within the City of Leesburg in accordance with a Planned Development Rezoning application and supplemental information. This request is to update the SPUD conditions provided under Ordinance 16-24 for the purposes of future development of the property. The previous owner did not develop the property and the phasing portion of the ordinance expired, thus requiring this update to develop. Underlined portions of this document indicate changes made from the previous ordinance to meet current City of Leesburg requirements.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. In any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. PERMISSION

Permission is hereby granted to **TT Storage Leesburg, David Anthony, P.O. Box 510240, Punta Gorda, Florida 33951**, to operate and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

2. LEGAL DESCRIPTION

See attached legal "Exhibit B"

3. LAND USES

The above-described property shall be developed for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards and requirements, and as noted below.

A. Uses

Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

1. The following uses shall be considered “Permitted Uses”
 - i. Warehouse and mini-warehouse/storage units
 - ii. General office uses
 - iii. Office/Warehouse uses
 - iv. Retail uses as restricted herein by “Prohibited Uses”
 - v. General retail uses as accessory to mini-warehouse/storage units
 - vi. Permitted uses within the Commercial areas shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
2. The following uses shall be considered “Prohibited Uses”
 - i. Bars, clubs and lounges
 - ii. Liquor/Package stores (alcohol)
 - iii. Second hand “Thrift” or Consignment shops
 - iv. Tattoo parlors
 - v. Check cashing stores
 - vi. Auto dealer/repair
 - vii. Adult uses
 - viii. Pawn shops
 - ix. Smoke shops
 - x. Junk or scrap/recycling collection/distribution
 - xi. Passenger terminals
 - xii. Rehab centers (including drug and alcohol)
 - xiii. Residential uses
 - xiv. Social services
 - xv. Transient accommodations
 - xvi. Truck stops
 - xvii. Waste related services
 - xviii. Crematoriums
 - xix. All other uses which are not specifically permitted within these conditions under permitted uses, or and uses which may adversely impact the adjoining properties due to traffic, noise, dust, etc.
3. The following uses shall be considered “Accessory Uses”
 - i. Outdoor storage for retail uses
 - ii. Temporary modular office for use during construction
 - iii. Accessory structures for outside storage

4. DEVELOPMENT STANDARDS

A. Minimum Development Standards

1. Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
2. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this SPUD (Small Planned Unit Development) zoning.

B. Setbacks

1. Minimum distance between structures shall be 20 feet; measured from the nearest vertical wall of adjacent buildings.
2. Other setbacks shall be governed by the C-3 (Highway Commercial) zoning district.

C. Impervious Surface Coverage

1. Impervious surface coverage shall not exceed 80 percent of the total property, and open space shall not be less than 20 percent of the total property area.

D. Accessory Structures

1. Accessory structures may take up no more than 35% of the required yard areas.

E. Easements

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities

5. LANDSCAPING, IRRIGATION AND BUFFER REQUIREMENTS

A. General landscape and buffer requirements

1. A master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this SPUD document and City of Leesburg landscape code requirements.
2. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances, including the following:
 - a. A five (5) foot landscape buffer shall be constructed along the north, east and west property lines.
 - b. A five (5) foot landscape buffer shall be installed around the north and west office building perimeter as noted below.
4. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
5. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

B. Building Landscaping

1. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter.

C. Parking Lot Landscaping

1. Paved parking aisles shall have landscape islands located at the end of each aisle.
2. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

D. Open Space

1. A minimum of twenty (20) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.

6. MAINTENANCE

A. Responsibility to Maintain

1. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.

7. SITE ACCESS

A. Site Access

1. Access to the property shall be from the west side of the property. Prior to construction, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

8. PARKING

A. Standard Parking Requirements

1. The permittee shall provide off-street parking spaces within the property per the conceptual site plan, as amended, pursuant to the City of Leesburg Code of Ordinances, as amended, for each use as proposed.

B. Handicapped parking requirements

1. Parking requirements for handicapped accessible spaces, including number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended. Handicap parking standards of the Americans with Disabilities Act shall apply.

C. Limitations

1. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

9. TRANSPORTATION IMPROVEMENTS

A. Approvals for Improvements

1. All transportation improvements shall be contingent upon Site Plan approval by City of Leesburg staff during development review/permit application.
2. Said approval shall also be contingent upon review and approval by the Lake Sumter MPO, Lake County and the Florida Department of Transportation as required by law.
3. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg.
4. A traffic/transportation study or request for exemption, shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

10. SIGNAGE

A. Ground Signs - General

1. One monument style ground sign shall be permitted for the property. The overall design and architectural style shall be consistent with the overall building design. Ground signs shall not be permitted on vacant property.
2. Ground signs shall be designed and constructed to comply with the standards and meet all sign requirements of the City of Leesburg Code of Ordinances except as noted herein.

B. Setbacks for ground signs.

1. The minimum setback from a right-of-way line shall be five (5) feet.
2. The minimum setback from any side or rear yard property line shall be twenty (20) feet.
3. The minimum setback from any residential zoning district shall be fifty (50) feet.

C. Wall signs

1. All wall signs shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

11. DEVELOPMENT PHASING & IMPLEMENTATION

A. Planned Phasing of Development

1. If phasing of the proposed project is desired, said project may be constructed in phases in accordance with the SPUD Small Planned Unit Development Conceptual Plan (Exhibit C) or the approved site plan as applicable. Changes to the Conceptual Development Plan or approved site plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

B. Implementation of Development

1. The project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. Satisfaction of Implementation

1. Satisfaction of the implementation of development shall be attained at such point as the developer has performed any of the following:
 - a. Received an approved site plan for new construction;
 - b. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan.

12. DRAINAGE AND UTILITIES

A. Site Plan Required

1. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Plan acceptable to the City of Leesburg. This plan shall contain:
 - a. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

- b. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

B. Service and Fees

1. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

C. Financial Responsibility

1. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new development in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

13. WETLANDS AND FLOOD ZONES

A. Existing Wetlands

1. Where wetlands exist on the site, the following requirements shall apply.
 - a. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
 - b. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation.
 - c. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

B. Wetland Buffers

1. Buildings or structures shall be an average of 50 feet from any wetland jurisdiction boundary. Under no circumstances shall the minimum buffer width be less than 30 feet.
2. Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

C. Wetland Easements

1. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

D. Development Review

1. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the proposed construction within and near flood hazard boundary areas, to ensure compliance with all regulations.

14. STORMWATER MANAGEMENT / UTILITIES

A. Stormwater Management and Utility Plan

Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. The 100-year flood plain shown on all plans and lots.
4. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
5. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
6. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Responsibility for improvements

1. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

15. DESIGN REQUIREMENTS

A. Architectural Theme

1. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.

B. Screening of equipment

1. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.

C. Exterior construction materials

1. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. At a minimum, the north, west and east sides of the building shall be constructed as noted herein, including the total exterior wall area of each building elevation which shall be composed of one of the following:
 - a. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - b. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - c. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning and Zoning Manager for compliance.

D. Building Façade

1. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

E. Design Variations

1. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning as subject to consistency with the overall intent of this SPUD document is maintained.

E. Dark Sky Lighting

1. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit D, attached hereto.

16. MISCELLANEOUS CONDITIONS

A. Uses

1. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission or City Commission, as applicable, in accordance with the Planned Unit Development amendment process.

B. Approvals

1. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Code of Ordinances.

C. Compliance

1. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. Transfer of Ownership

1. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code of Ordinances, as amended.

E. Benefit

1. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

F. Plan Submittal

1. These conditions of approval shall be recited within the site plan and construction plan submittals.

17. LEVELS OF SERVICE AND CAPACITY

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- A. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. Financial Responsibility

1. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

LEGAL DESCRIPTION

(provided by applicant)

EXHIBIT B**LEGAL DESCRIPTION****TT STORAGE, LLC (ALT KEY 2545950)**

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°27'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST 1/4, 374.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 89° 42' 10" WEST, 448.78 FEET; THENCE NORTH 01° 19' 01" WEST, 500 FEET; THENCE SOUTH 84° 48' 07" EAST, 465.91 FEET TO THE EAST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST 1/4; THENCE SOUTH 0°27' 50" WEST ALONG SAID EAST LINE 460.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF WHICH LIES WITHIN THE FOLLOWING DESCRIBED PARCEL; FROM THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, 437.15 FEET; THENCE NORTH 01° 19' 01" WEST 230 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 01° 19' 01" WEST TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY NO. 44; THENCE SOUTH 67° 40' 50" EAST ALONG SAID RIGHT OF WAY 27.29 FEET; THENCE SOUTH 01° 19' 01" EAST 899.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 01' 20" A DISTANCE OF 61.45 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

(from Warranty Deed)

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 0°27'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 374.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 89°42'10" WEST, 448.78 FEET; THENCE NORTH 01°19'01" WEST, 500 FEET; THENCE SOUTH 84°48'07" EAST, 465.91 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 0°27'50" WEST ALONG SAID EAST LINE 460.0 FEET TO THE POINT OF BEGINNING.

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Lake County Alternate Key #: 2545950

CONCEPTUAL SITE PLAN

EXHIBIT C

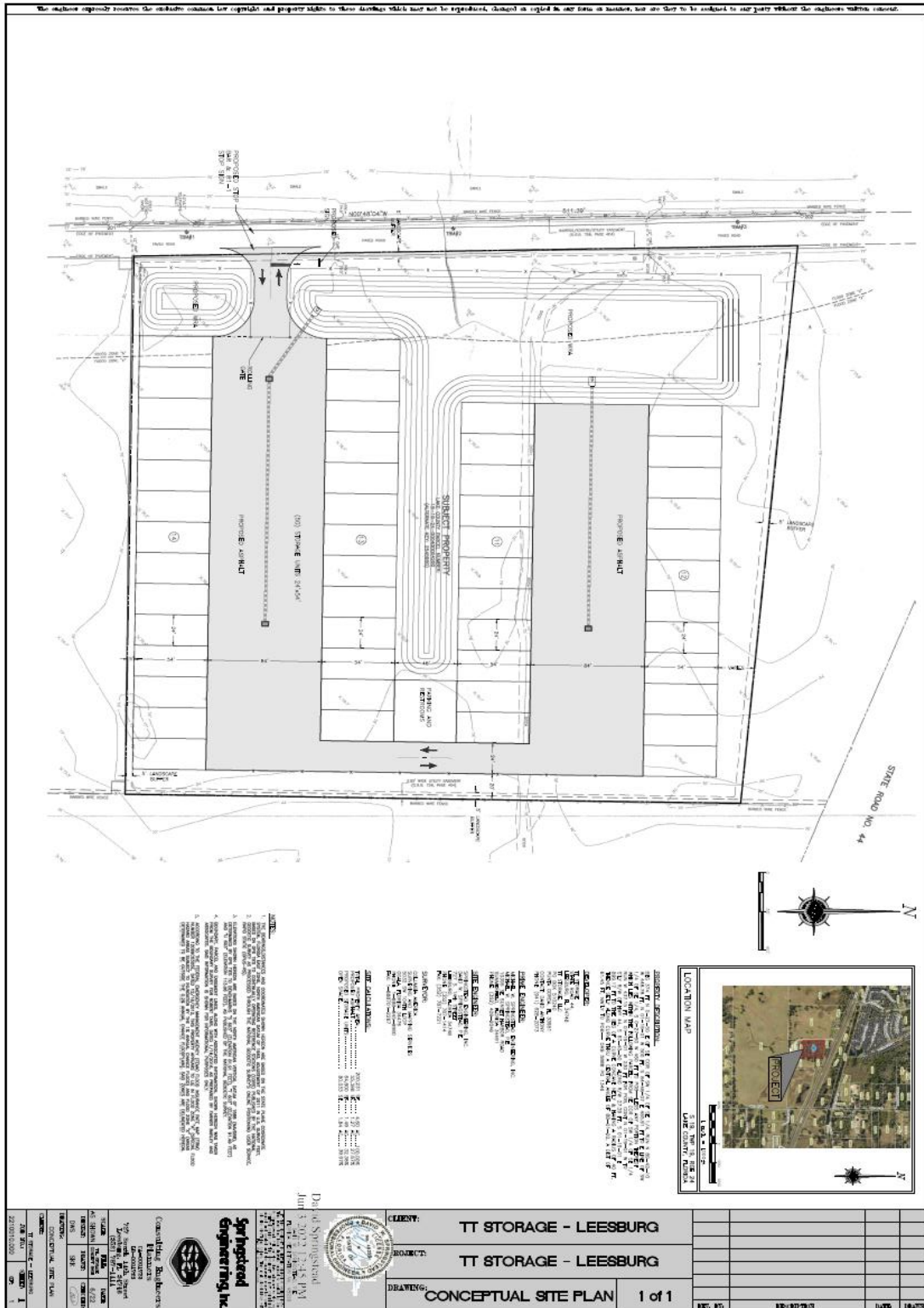


Exhibit D – Dark Sky Lighting (Acceptable designs)

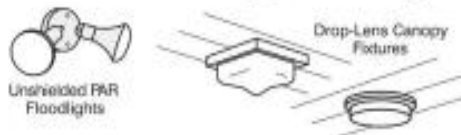
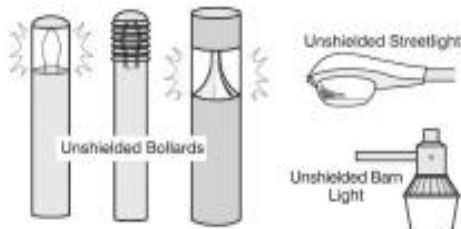
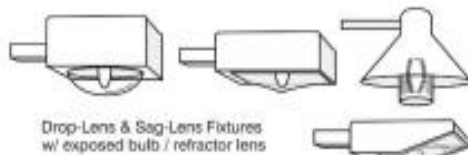
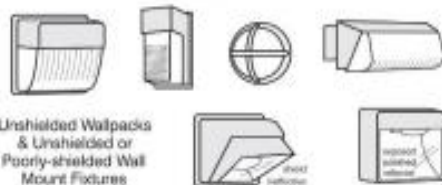


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

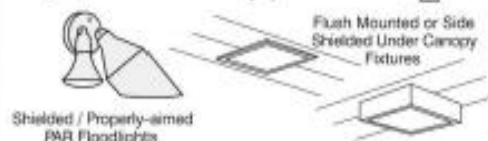
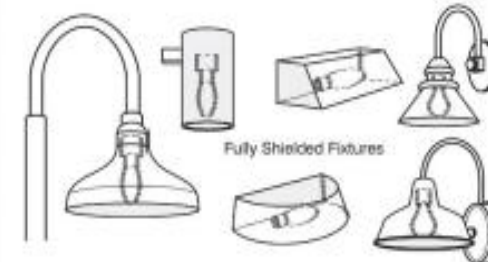
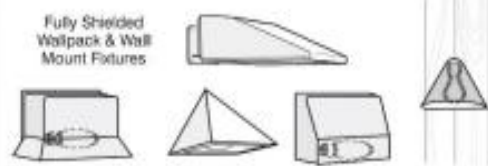
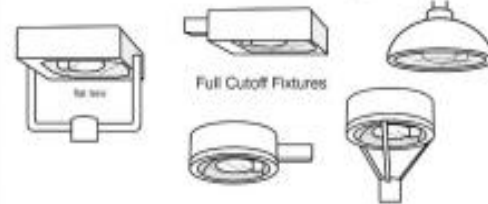
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: July 21, 2022
OWNER: TT Storage LLC
PETITIONER: David Anthony
PROJECT: TT Storage - Leesburg
REQUEST: Modify conditions of SPUD (Small Planned Unit Development) to change expiration date of Ordinance No. 16-24
CASE NO.: SPUD-22-294

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposal is to amend Section 11. B., *Implementation of Development* of Ordinance 16-24 to extend the implementation date of the project to support future development in the area.
2. The proposed request is compatible with the current surrounding zoning districts of Lake County A (Agriculture) and Lake County MP (Planned Industrial District).
3. The proposed request is still compatible with the existing City Future Land Use designation of General Commercial.
4. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to modify conditions of PUD 16-24, and forward the recommendation to the City Commission for consideration.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: July 21, 2022
OWNER: TT Storage LLC
PETITIONER: David Anthony
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3. The proposed request is still compatible with the existing City Future Land Use designation of General Commercial.
4. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to modify conditions of PUD 16-24, and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: July 6, 2022
OWNER: TT Storage LLC
PETITIONER: David Anthony
PROJECT: TT Storage - Leesburg
REQUEST: Modify conditions of SPUD (Small Planned Unit Development) to change ownership and expiration date of Ordinance No. 16-24
CASE NO.: SPUD-22-294

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 7/15/22

FIRE

No comments received as of 7/15/22

ELECTRIC

We are ok with this request. Steve Davis 7/11/22

GAS

Natural gas is available. Thank you, Brandon Smith 7/11/22

GIS

GIS has no comments. Tammy Magamoll 7/6/22

BUILDING

No comments received as of 7/15/22

PUBLIC WORKS

Public Works has no issues with this item! Cliff Kelsey 7/7/22

ADDRESSING

No comments received as of 7/15/22

ECONOMIC DEVELOPMENT

No comments received as of 7/15/22

LAKE COUNTY PUBLIC WORKS

I am not sure the location of this one. Can you send me more info on Monday? Thanks, Seth Lynch 7/15/22

LAKE COUNTY SCHOOLS

The school district does not have comments for the SPUD condition modification. Thanks, Helen LaValley 7/12/22

PUBLIC RESPONSES

Approval

No comments received as of 7/15/22

Disapproval

No comments received as of 7/15/22

No comment

No comments received as of 7/15/22

Undecided

No comments received as of 7/15/22

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

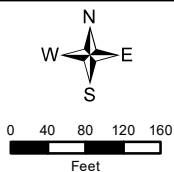
PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

Aerial

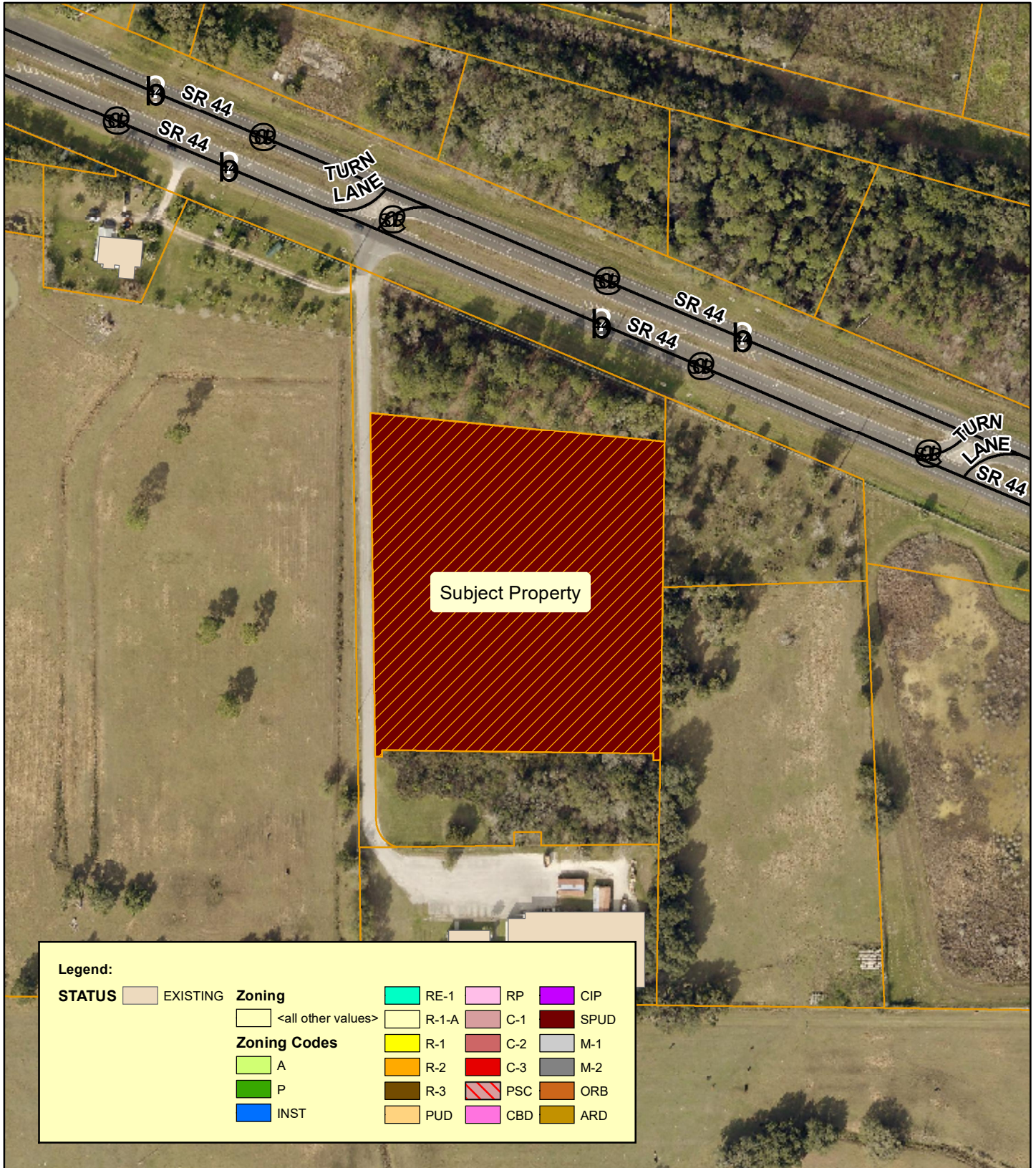


**Planning
& Zoning
Division**

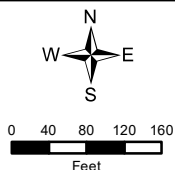


TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Zoning



**Planning
& Zoning
Division**

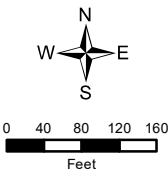


TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Lake County Zoning

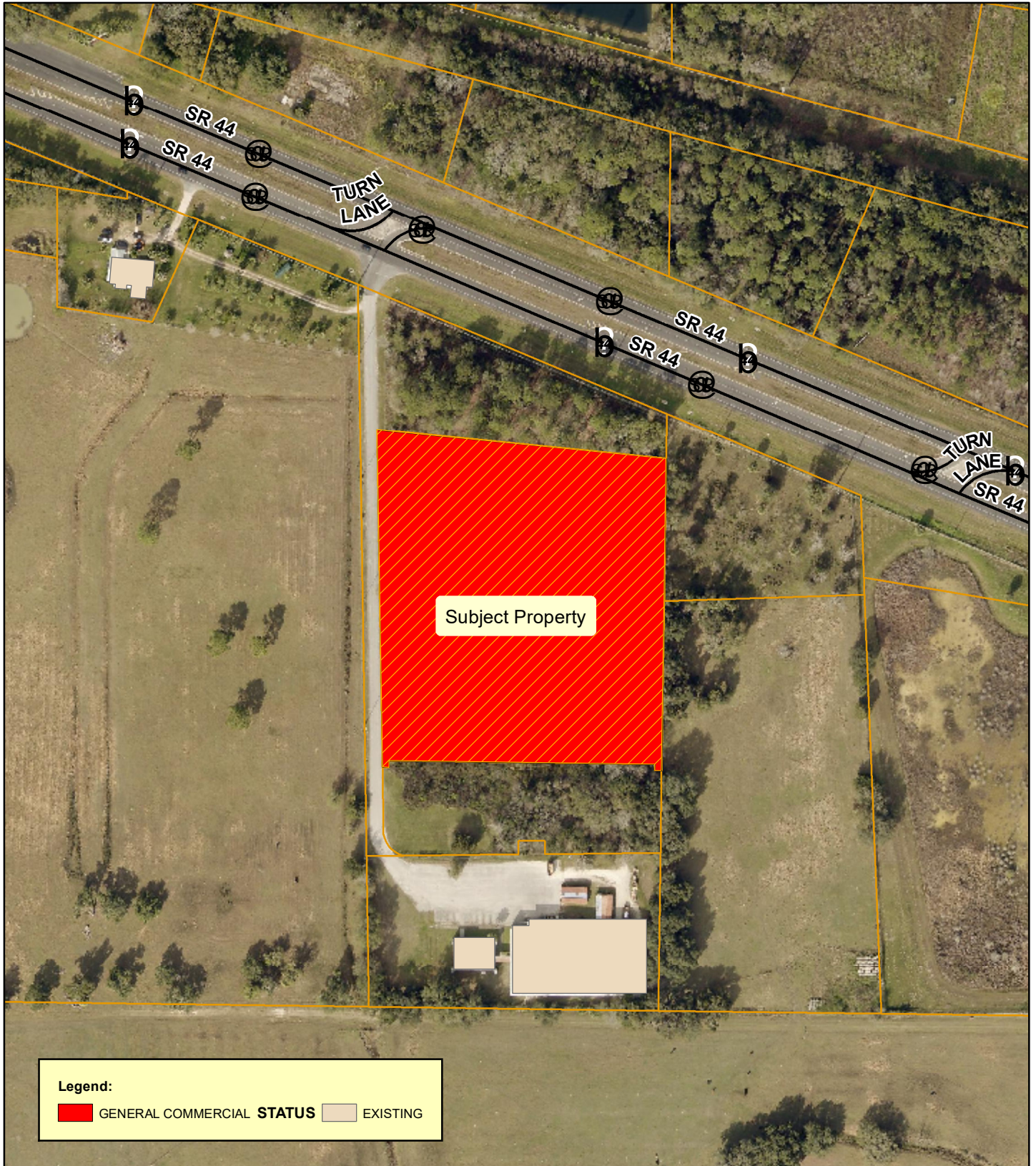


**Planning
& Zoning
Division**

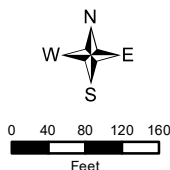


TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Future Land Use



Planning
& Zoning
Division

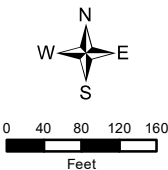


TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Lake County Future Land Use



**Planning
& Zoning
Division**

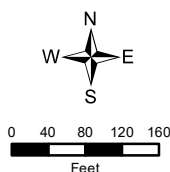


TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Surrounding Land Use

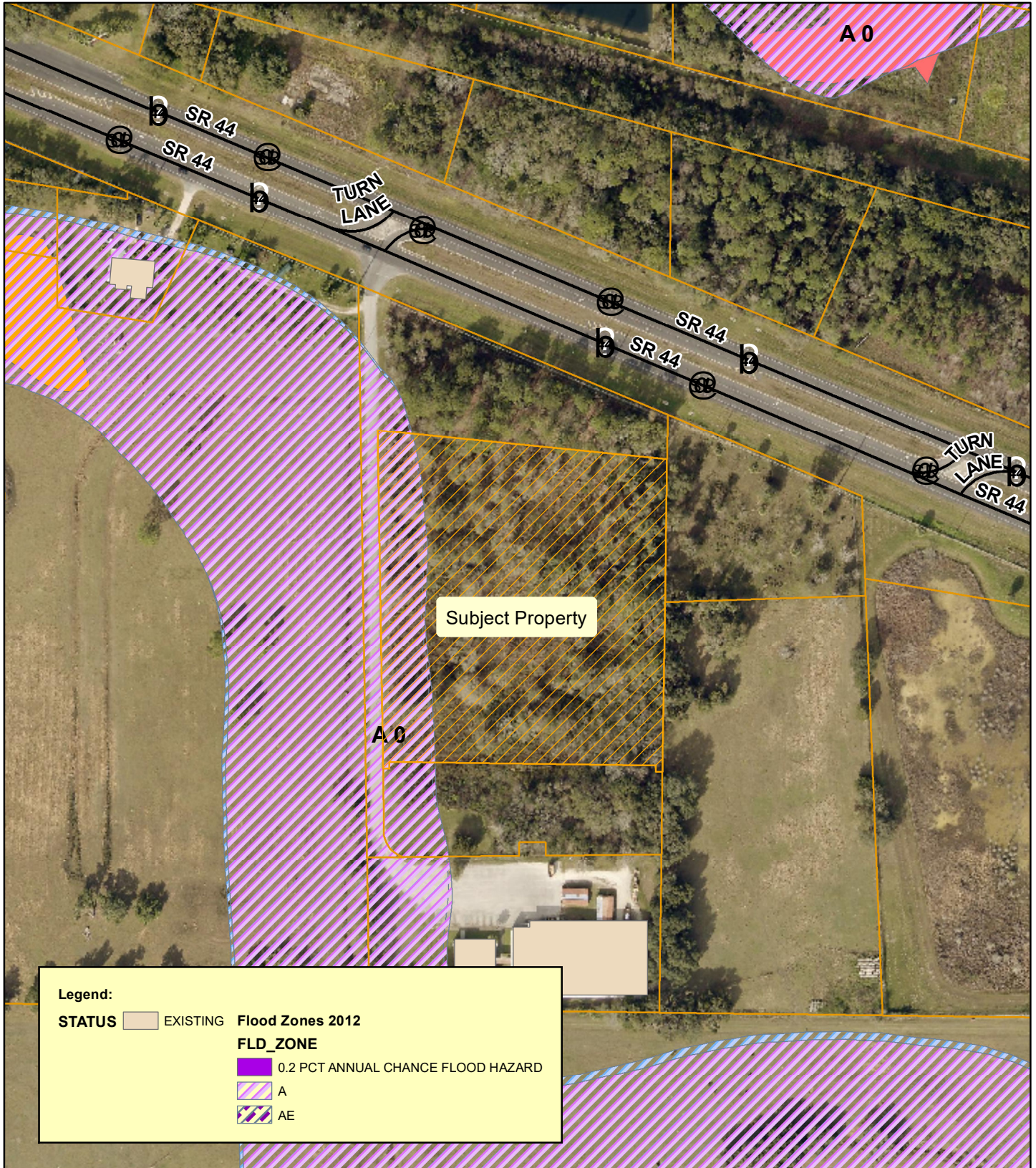


**Planning
& Zoning
Division**

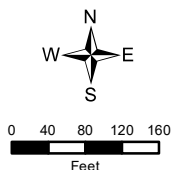


TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Wetlands and Flood Zone



**Planning
& Zoning
Division**

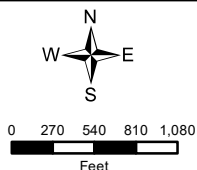


TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

Community Redevelopment Area



**Planning
& Zoning
Division**

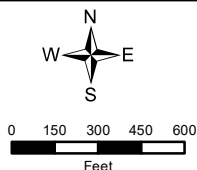


TT Storage - Leesburg
 State Road 44
 AK#: 2545950
 Section 19 Township 19 Range 24
 July 21, 2022

Commission District



**Planning
& Zoning
Division**



TT Storage - Leesburg
State Road 44
AK#: 2545950
Section 19 Township 19 Range 24
July 21, 2022

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.a.

Meeting Date: September 12, 2022

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2022; approving the rate of assessment; approving the assessment roll; and providing for an effective date.

Staff Recommendation:

Approve the attached resolution establishing the Annual Fire Assessment Fees for FY 22-23.

Analysis:

On June 27, 2022, the City Commission adopted the preliminary Fire Assessment resolution. This resolution adopts the final fire assessment rates for fiscal year beginning October 1, 2022. The rates remain unchanged from the prior fiscal year. The estimated amount to be collected in Fiscal Year 2022-23 is \$1,800,000 before any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use

<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$87.00

Non-Residential Property Use

<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;

- b. Mobile Home Park and Residential Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- c. Wholly tax-exempt Church property used primarily for religious purposes

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption of that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application that first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Procurement Analysis:

N/A

Options:

1. Approve the attached resolution establishing the final Fire Assessment rates for FY 22-23; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This resolution will generate up to approximately \$1,800,000 in Fire Assessment revenue.

Account No. 001-0000-325-2100 & 2200

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION
SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LEESBURG,
FLORIDA; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST
ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF
ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, The City Commission of Leesburg, Florida (the "City Commission"), has enacted Ordinance No. 2015-10 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost amount parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2022;

WHEREAS, on April 13, 2015, the City Commission adopted the Initial Assessment Resolution No. 9580;

WHEREAS, on June 22, 2015, the City Commission adopted the Final Assessment Resolution No. 9618;

WHEREAS, the City Commission on June 8, 2020, adopted an Amended and Restated Initial Assessment Resolution, Resolution No. 10,660 amending and restating Resolution No. 9580;

WHEREAS, the City Commission, on June 27, 2022, adopted Resolution No. 11,115, (the "Preliminary Assessment Resolution");

WHEREAS, the Preliminary Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Commission to adopt an Annual Assessment Resolution which established the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, after hearing comments and objections of all interested parties;

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed, as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was scheduled for, and held on, September 12, 2022, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10,1 Resolution 10,660; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Annual Assessment Resolution as defined in Ordinance No. 2015-10. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Preliminary Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSEMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specifically benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Preliminary Assessment Resolution, in the amount of the Fire Protection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specifically benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Preliminary Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations, and findings as set forth in the Ordinances, the Preliminary Assessment Resolution, and this Amended and Restated Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution,

(B) The method for computing Fire Protection Assessments described and referenced in the Preliminary Assessment Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix E and adopted as Section 9 of the Initial Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2022, the estimated Fire Protection Assessed Cost to be assessed is estimated to be \$1,700,000.00. The Fire Protection Assessments to be assessed and

apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2022, and hereby established as follows:

Residential Property Use

<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$87.00

Non-Residential Property Use

<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2022.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of a Final Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed, of equal rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate of Non- Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Preliminary Assessment Resolution is hereby ratified and confirmed.

SECTION 5. **EFFECT OF ADOPTION OF RESOLUTION.** The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment as assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Annual Assessment Resolution.

SECTION 6. **SEVERABILITY.** if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 12th day of September 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

APPENDIX A

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Al Minner who, after being duly sworn, deposes and says:

1. Al Minner as City Manager of the City of Leesburg, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation and mailing of notices in accordance with Ordinance 2015-10 (the "Ordinance") and in conformance with the Preliminary Assessment Resolution adopted by the City Commission on June 27, 2022 (the "Preliminary Assessment Resolution").

2. In accordance with the Ordinance, GSC, Inc. timely provided all necessary information for notification of the Fire Assessment to the Property Appraiser of Lake County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. On August 24, 2022, the Lake County Property Appraiser caused to be mailed, by first class mail, the fire services assessment notices as part of the TRIM notices to each affected property owner at the addresses then shown on the real property assessment tax roll database maintained by the Lake County Property Appraiser. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

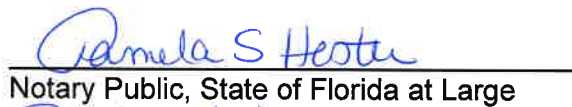
FURTHER AFFIANTS SAYETH NOT.



Affiant

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 30
day of August, 2022 by Al Minner, City Manager, City of
Leesburg, Florida, by means of X physical presence or _____ on-line notarization. He is
personally known to me or has produced _____ as
identification and did take an oath.



Notary Public, State of Florida at Large

Pamela S. Hester
Printed Name

My Commission Expires: _____

Commission No. _____





The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Andi Purvis
City Of Leesburg - City Hall
501 W Meadow ST
Leesburg FL 34748-5153

STATE OF FLORIDA, COUNTY OF LAKE

The Daily Commercial, a newspaper printed and published in the city of Leesburg, and of general circulation in the Counties of Lake and Sumter, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

08/16/2022

and that the fees charged are legal.
Sworn to and subscribed before on 08/16/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$536.64

Order No: 7648133

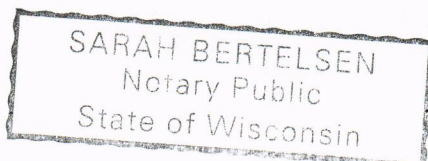
Customer No: 526639

PO #:

of Copies:
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 12, 2022 at Leesburg City Hall, 501 W. Meadow St., Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728 - 9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories	Rate per Dwelling Unit
Residential	\$87.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

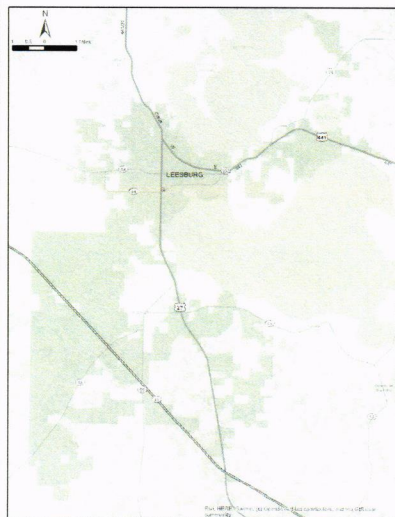
The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
- Wholly tax-exempt Church property used primarily for religious purposes.
- Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2022 - 2023. Those seeking an exemption under category (c) above must file the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerks Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2022. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.



CITY COMMISSION
CITY OF LEESBURG, FLORIDA

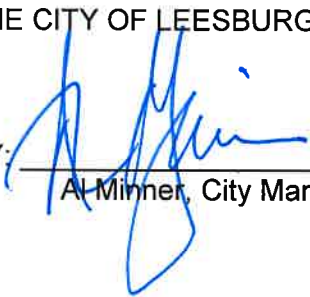
**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS**

I HEREBY CERTIFY that, I am the City Manager of the City of Leesburg, Florida (the "City"); as such I have satisfied myself that all property included or includable on the **City of Leesburg Non-Ad Valorem Assessment Roll** for fire protection is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lake County Tax Collector by September 15, 2022.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lake County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 30 day of August, 2022.

THE CITY OF LEESBURG, FLORIDA

BY: 

Al Minner, City Manager

[to be delivered to Tax Collector prior to September 15]

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
June 30, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Leesburg Center for the Arts	Working with Police Dept	Security for Art Festival 3/11/22-3/12/22	720.00
Jennings, Matthew	Boat not here/ Referring to Attorney	Marina Rent	826.60
VPG Leesburg 1 LLC	Working with Planning & Zoning/Referring to Attorney	P&Z Traffic Study MPO	5,147.50
			<u>6,694.10</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,253.00
			<u>2,253.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	3,050.59
			<u>3,050.59</u>

042 Fund

Team Fishel	Working with Gas Dept	Damage to gas line	1,128.09
			<u>1,128.09</u>

Total 13,125.78

001 FUND TOTAL	\$	6,694.10
013 FUND TOTAL	\$	2,253.00
41 FUND TOTAL	\$	3,050.59
42 FUND TOTAL	\$	1,128.09
	\$	<u><u>13,125.78</u></u>

Expected write offs as of Jun 30, 2022

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2020 and 2021.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2020-2021	\$ 307,041		
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2021 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,918	3	53
November	41,356	6	79
December	36,068	3	77
January	40,881	4	77
February	41,591	2	85
March	24,850	1	51
April	29,628	2	62
May	15,228	1	45
June	23,799	2	64
July	12,964	1	54
August	12,097	3	34
September	8,661	1	41
Accounts to be written off*	\$ 307,042	29	722
Prior Yr to Date	\$ 284,281	36	821
difference - () negative	\$ (22,761)	7	99

Projected
Fiscal year 2020 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,445	3	67	511.79	346.85
November	19,468	6	65	247.65	504.69
December	25,734	3	71	546.70	445.82
January	18,428	1	60	107.41	530.92
February	21,646	2	62	333.51	481.46
March	17,878	0	43	28.37	496.43
April	32,964	11	61	84.85	475.14
May	15,027	0	47	1,033.28	315.46
June	29,250	2	71	220.87	364.96
July				86.00	238.48
August				1,915.35	186.80
September				212.09	206.09
Accounts to be written off*	\$ 198,840	28	547		
Prior Yr to Date	\$ 273,319	24	593		
difference - () negative	\$ (74,480)	4	(46)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jun 30, 2022

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 23,811,872	\$ 15,821,902	\$ 8,283,159	\$ 24,105,061	101%	(\$ 293,189)
Special Revenue Funds						
013 Housing Assistance	113,769	77,382	0	77,382	68%	36,387
021 Debt Service Fund	1,312,497	0	1,614,659	1,614,659	123%	(302,162)
031 Capital Projects Fund	5,563,317	1,762,992	1,815,000	3,577,992	64%	1,985,325
132 Local Option Sales Tax	1,903,617	1,898,969	0	1,898,969	100%	4,648
121 Police Forfeiture Fund	31,176	22,555	0	22,555	72%	8,621
122 Police Education Fund	4,500	3,469	0	3,469	77%	1,031
133 Gas Tax	566,289	530,375	0	530,375	94%	35,914
141 Police Impact Fees	7,875	116,803	0	116,803	1483%	(108,928)
142 Fire Impact Fees	180	127,133	0	127,133	70629%	(126,953)
143 Recreation Impact Fees	135,747	212,840	0	212,840	157%	(77,093)
151 Building Fund	1,309,003	770,316	50,740	821,056	63%	487,947
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	530,926	558,161	0	558,161	105%	(27,235)
017 Carver Heights CRA Fund	533,147	514,716	0	514,716	97%	18,431
018 Highway 27/441 CRA Fund	1,058,217	1,362,417	0	1,362,417	129%	(304,200)
Total General Governmental Funds	36,882,132	23,780,029	11,763,558	35,543,587	96%	1,338,545
Enterprise Funds						
014 Stormwater Utility Fund	1,906,354	1,267,153	0	1,267,153	66%	639,201
041 Electric Utility Fund	55,404,160	54,887,957	194,932	55,082,889	99%	321,271
042 Gas Utility Fund	7,842,718	7,564,515	372,198	7,936,713	101%	(93,995)
043 Water Utility Fund	10,529,705	7,622,442	185,895	7,808,336	74%	2,721,369
044 Wastewater Utility Fund	23,252,029	11,845,891	5,500,000	17,345,891	75%	5,906,138
046 Sanitation Services Fund	3,892,522	3,580,353	0	3,580,353	92%	312,169
048 Airport Fund	5,503,258	1,428,055	20,000	1,448,055	26%	4,055,203
Internal Service Funds						
064 Health Insurance Fund	5,765,108	5,779,391	0	5,779,391	100%	(14,283)
065 Workers' Compensation Insurance Fund	504,027	733,940	0	733,940	146%	(229,913)
066 Risk Management Fund	657,657	918,655	0	918,655	140%	(260,998)
510 Fleet Maintenance Fund	3,309,880	2,160,739	539,459	2,700,198	82%	609,682
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,472,526	(2,575,793)	0	(2,575,793)	-175%	4,048,319
062 Municipal Firemen's Retirement Trust Fund	1,257,723	(2,400,379)	0	(2,400,379)	-191%	3,658,102
063 General Employees' Retirement Fund	2,434,050	(2,559,831)	0	(2,559,831)	-105%	4,993,881
Total All Funds	\$ 160,613,849	\$ 114,033,116	\$ 18,576,042	\$ 132,609,158	83%	\$ 28,004,691

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jun 30, 2022

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 23,811,872	\$ 22,156,573	93%	\$ 1,655,299	\$ 1,948,488
<u>Special Revenue Funds</u>					
Housing Assistance	113,769	85,300	75%	28,469	(7,918)
Debt Service Fund	1,312,497	1,611,474	123%	(298,977)	3,184
Capital Projects Fund	5,563,317	3,543,177	64%	2,020,140	34,815
Local Option Sales Tax	1,903,617	1,704,649	90%	198,968	194,320
Police Forfeiture Fund	31,176	0	0%	31,176	22,555
Police Education Fund	4,500	6,523	145%	(2,023)	(3,054)
Gas Tax	566,289	742,137	131%	(175,848)	(211,762)
Police Impact Fees	7,875	10,560	134%	(2,685)	106,243
Fire Impact Fees	180	9,640	5356%	(9,460)	117,493
Recreation Impact Fees	135,747	185,100	136%	(49,353)	27,740
Building Fund	1,309,003	1,077,576	82%	231,427	(256,520)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	530,926	632,609	119%	(101,683)	(74,448)
Carver Heights CRA Fund	533,147	496,057	93%	37,090	18,659
Highway 27/441 CRA Fund	1,058,217	925,433	87%	132,784	436,985
<u>Total General Governmental Funds</u>	36,882,132	33,186,808	90%	3,695,324	2,356,780
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,906,354	981,639	51%	924,715	285,514
Electric Utility Fund	55,404,160	55,488,930	100%	(84,770)	(406,041)
Gas Utility Fund	7,842,718	6,271,790	80%	1,570,928	1,664,923
Water Utility Fund	10,529,705	6,188,505	59%	4,341,200	1,619,832
Wastewater Utility Fund	23,252,029	8,284,981	36%	14,967,048	9,060,910
Sanitation Services Fund	3,892,522	4,079,411	105%	(186,889)	(499,057)
Airport Fund	5,503,258	1,923,772	35%	3,579,486	(475,716)
<u>Internal Service Funds</u>					
Health Insurance Fund	5,765,108	6,246,372	108%	(481,264)	(466,982)
Workers' Compensation Insurance Fund	504,027	451,785	90%	52,242	282,155
Risk Management Fund	657,657	921,864	140%	(264,207)	(3,209)
Fleet Maintenance Fund	3,309,880	2,746,341	83%	563,539	(46,143)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,472,526	1,572,957	107%	(100,431)	(4,148,750)
Municipal Firemen's Retirement Trust Fund	1,257,723	1,131,897	90%	125,826	(3,532,276)
General Employees' Retirement Fund	2,434,050	2,412,141	99%	21,909	(4,971,973)
Total All Funds	\$ 160,613,849	\$ 131,889,192	82%	\$ 28,724,657	\$ 719,966

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jun 30, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 21,913,319	\$ 15,779,370	\$ 7,652,227	\$ 23,431,597	107%	(\$ 1,518,278)
Special Revenue Funds						
013 Housing Assistance	103,055	49,123	0	49,123	48%	53,932
021 Debt Service Fund	1,212,120	0	1,613,347	1,613,347	133%	(401,227)
031 Capital Projects Fund	8,779,468	339,711	817,985	1,157,695	13%	7,621,773
132 Local Option Sales Tax	1,395,542	1,675,993	0	1,675,993	120%	(280,451)
121 Police Forfeiture Fund	5,247	543	0	543	10%	4,704
122 Police Education Fund	4,500	3,439	0	3,439	76%	1,061
133 Gas Tax	887,826	489,935	0	489,935	55%	397,891
141 Police Impact Fees	86,606	185,458	0	185,458	214%	(98,852)
142 Fire Impact Fees	0	12,699	0	12,699	0%	(12,699)
143 Recreation Impact Fees	0	149,143	0	149,143	0%	(149,143)
151 Building Fund	1,028,203	665,340	37,100	702,440	68%	325,763
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	535,101	545,597	0	545,597	102%	(10,496)
017 Carver Heights CRA Fund	354,179	414,110	0	414,110	117%	(59,931)
018 Highway 27/441 CRA Fund	950,747	1,192,008	0	1,192,008	125%	(241,261)
Total General Governmental Funds	37,255,913	21,502,468	10,120,658	31,623,127	85%	5,632,786
Enterprise Funds						
014 Stormwater Utility Fund	1,426,001	1,218,509	0	1,218,509	85%	207,492
041 Electric Utility Fund	59,801,927	41,930,204	559,005	42,489,209	71%	17,312,718
042 Gas Utility Fund	6,281,191	5,042,939	183,214	5,226,153	83%	1,055,038
043 Water Utility Fund	8,982,983	7,069,001	150,888	7,219,889	80%	1,763,094
044 Wastewater Utility Fund	31,593,822	11,004,933	0	11,004,933	35%	20,588,889
046 Sanitation Services Fund	3,573,904	3,390,395	0	3,390,395	95%	183,509
048 Airport Fund	7,077,067	5,708,490	0	5,708,490	81%	1,368,577
Internal Service Funds						
064 Health Insurance Fund	6,151,123	6,367,936	1,000,000	7,367,936	120%	(1,216,813)
065 Workers' Compensation Insurance Fund	894,687	549,320	0	549,320	61%	345,367
066 Risk Management Fund	672,597	836,200	0	836,200	124%	(163,603)
510 Fleet Maintenance Fund	3,473,915	2,129,356	731,176	2,860,532	82%	613,383
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,431,576	5,650,670	0	5,650,670	395%	(4,219,094)
062 Municipal Firemen's Retirement Trust Fund	1,226,286	5,255,745	0	5,255,745	429%	(4,029,459)
063 General Employees' Retirement Fund	2,501,541	8,483,388	0	8,483,388	339%	(5,981,847)
Total All Funds	\$ 172,344,533	\$ 126,139,555	\$ 12,744,941	\$ 138,884,496	81%	\$ 33,460,037

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jun 30, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 21,913,319	\$ 21,480,306	98%	\$ 433,013	\$ 1,951,291
<u>Special Revenue Funds</u>					
Housing Assistance	103,055	93,752	91%	9,303	(44,629)
Debt Service Fund	1,212,120	1,611,812	133%	(399,692)	1,535
Capital Projects Fund	8,779,468	5,701,360	65%	3,078,108	(4,543,665)
Local Option Sales Tax	1,395,542	1,092,416	78%	303,126	583,578
Police Forfeiture Fund	5,247	0	0%	5,247	543
Police Education Fund	4,500	6,027	134%	(1,527)	(2,588)
Gas Tax	887,826	849,791	96%	38,035	(359,856)
Police Impact Fees	86,606	103,071	119%	(16,465)	82,386
Fire Impact Fees	0	220	0%	(220)	12,479
Recreation Impact Fees	0	7,320	0%	(7,320)	141,823
Building Fund	1,028,203	1,021,184	99%	7,019	(318,744)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	535,101	595,754	111%	(60,653)	(50,157)
Carver Heights CRA Fund	354,179	109,945	31%	244,234	304,165
Highway 27/441 CRA Fund	950,747	528,169	56%	422,578	663,838
<u>Total General Governmental Funds</u>	37,255,913	33,201,127	89%	4,054,786	(1,578,001)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,426,001	869,662	61%	556,339	348,847
Electric Utility Fund	59,801,927	42,695,257	71%	17,106,670	(206,048)
Gas Utility Fund	6,281,191	4,624,500	74%	1,656,691	601,653
Water Utility Fund	8,982,983	5,973,197	66%	3,009,786	1,246,692
Wastewater Utility Fund	31,593,822	7,784,979	25%	23,808,843	3,219,954
Sanitation Services Fund	3,573,904	3,445,903	96%	128,001	(55,507)
Airport Fund	7,077,067	1,910,350	27%	5,166,717	3,798,140
<u>Internal Service Funds</u>					
Health Insurance Fund	6,151,123	6,710,807	109%	(559,684)	657,129
Workers' Compensation Insurance Fund	894,687	1,575,079	176%	(680,392)	(1,025,759)
Risk Management Fund	672,597	835,129	124%	(162,532)	1,071
Fleet Maintenance Fund	3,473,915	2,728,259	79%	745,656	132,273
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,431,576	848,971	59%	582,605	4,801,699
Municipal Firemen's Retirement Trust Fund	1,226,286	1,131,622	92%	94,664	4,124,122
General Employees' Retirement Fund	2,501,541	2,203,115	88%	298,426	6,280,274
Total All Funds	\$ 172,344,533	\$ 116,537,956	68%	\$ 55,806,577	\$ 22,346,540

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
6/30/2022**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$81,657,822.85	\$15,316,806.39	\$5,612,182.64	\$ 304,545.16	\$ 1,534,655.12	\$15,064,947.10	\$ 4,151,306.24	\$ 7,239,075.07	\$ 14,272,154.32		\$ 1,691,441.42	\$3,400,499.00	\$3,985,678.19	\$ 2,025,472.08	\$ 7,059,060.12
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,723,085.29					4,918,632.69	1,189,701.14	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLCMT	22,269,865.28	3,428,439.44	21,611.96			2,905,017.81	331,392.46	2,677,159.24	11,569,643.88		850,000.00				486,600.49
	BOND/NOTE SINKING FUND	5,301,305.91		(17,314.30)			3,433,225.65	61,381.49	609,504.86	1,214,508.21						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP	360,773.13		360,773.13												
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	7,941,740.36														
	OTHER RESTRICTED CASH	3,427,073.39		72,511.81		2,951,617.54			1,944,118.25	5,997,622.11						
	DEVELOPER CONTRIBUTIONS	765,818.92														
	RATE STABILIZATION	(7,946,184.00)					760,689.52	5,129.40								
SUBTOTAL OF RESTRICTED CASH		39,443,478.28	3,428,439.44	1,037,582.60		2,951,617.54	(7,946,184.00)	1,587,604.49	5,840,738.81	18,783,724.20		852,845.00				486,600.49
TOTAL POOLED CASH		\$121,101,301.13	\$ 18,745,245.83	\$ 6,649,765.24	\$ 304,545.16	\$ 4,486,272.66	\$ 19,136,328.77	\$ 5,738,910.73	\$13,079,813.88	\$ 33,055,878.52	\$ -	\$ 2,544,286.42	\$ 3,400,499.00	\$ 3,985,678.19	\$ 2,025,472.08	\$ 7,545,660.61
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,682,973.38			882,551.14			134,250.35	279,251.32	386,920.57						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		1,682,973.38			882,551.14			134,250.35	279,251.32	386,920.57						
TOTAL POOLED CASH AND INVEST		\$122,784,274.51	\$18,745,245.83	\$ 6,649,765.24	\$1,187,096.30	\$4,486,272.66	\$19,136,328.77	\$5,873,161.08	\$13,359,065.20	\$33,442,799.09		\$2,544,286.42	\$3,400,499.00	\$3,985,678.19	\$2,025,472.08	\$7,545,660.61

INDIVIDUAL SPECIAL REVENUE FUNDS

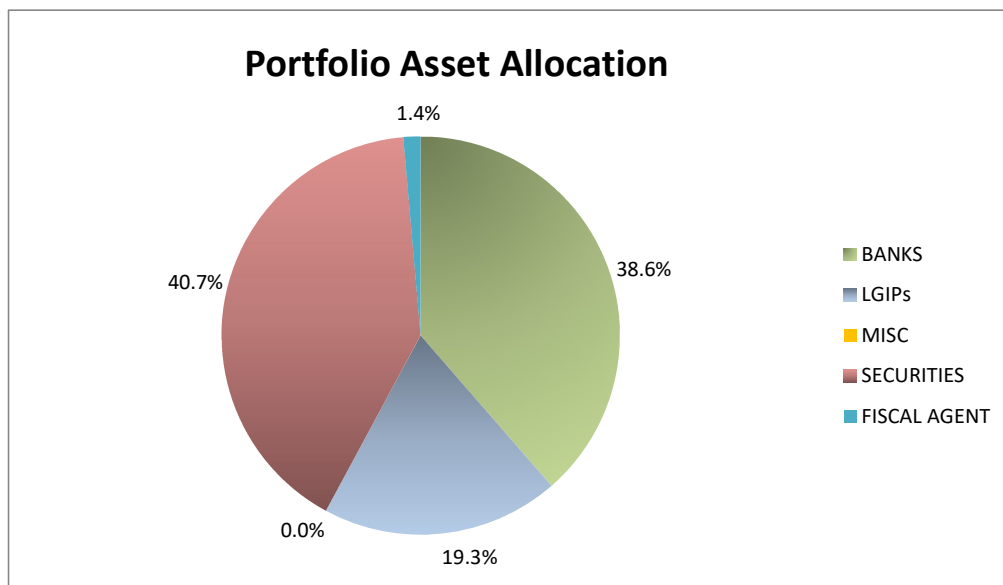
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 5,612,182.64	\$ 234,622.31	\$ 15,640.42	\$ 206,951.46	\$ 2,291,237.04	\$ 103,457.56	\$ (810.25)	\$ 1,343,119.75	\$ 267,419.25	\$ 707,849.74	\$ 164,820.31	\$ 277,875.05
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,511.81	72,511.81										
	BOND/NOTE SINKING FUND	(17,314.30)		69,412.65		(86,726.95)							
	SIGN GRANT	360,773.13		91,577.78	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	21,611.96	21,611.96										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,037,582.60	\$ 94,123.77	\$ 160,990.43	\$ 100,000.00	\$ 682,468.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 6,649,765.24	\$ 328,746.08	\$ 176,630.85	\$ 306,951.46	\$ 2,973,705.44	\$ 103,457.56	\$ (810.25)	\$ 1,343,119.75	\$ 267,419.25	\$ 707,849.74	\$ 164,820.31	\$ 277,875.05
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 6,649,765.24	\$ 328,746.08	\$ 176,630.85	\$ 306,951.46	\$ 2,973,705.44	\$ 103,457.56	\$ (810.25)	\$ 1,343,119.75	\$ 267,419.25	\$ 707,849.74	\$ 164,820.31	\$ 277,875.05

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 7,059,060.12	\$ 1,757,583.30	\$ 1,335,627.06	\$ 154,780.05	\$ 3,811,069.71
RESTRICTED CASH		486,600.49				486,600.49
SUBTOTAL OF RESTRICTED CASH		\$ 486,600.49	\$ -	\$ -	\$ -	\$ 486,600.49
TOTAL POOLED CASH		\$ 7,545,660.61	\$ 1,757,583.30	\$ 1,335,627.06	\$ 154,780.05	\$ 4,297,670.20
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,545,660.61	\$ 1,757,583.30	\$ 1,335,627.06	\$ 154,780.05	\$ 4,297,670.20

**CITY OF LEESBURG
INVESTMENT REPORT
6/30/2022**

DESCRIPTION	BALANCE 6/30/2022
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$37,667,443
TD Bank - Savings	4,011,636
CenterState Bank - Savings	5,770,719
Centerstate Bank - CD	0
Synovus - CD	0
	\$47,449,797
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,790,137
FLCLASS	9,862,103
FLPRIME	6,004,265
	23,656,504
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,682,973
CHANDLER ASSET MANAGEMENT (SECURITIES)	48,995,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	49,995,000
TOTAL INVESTMENTS	122,784,275
MARKET ADJUSTMENT	(791,521)
TOTAL VALUE OF INVESTMENTS	<u><u>\$121,992,754</u></u>



Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
July 31, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Blastos, Alexander	Working with Marina	Marina Rent	489.69
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Leesburg Center for the Arts	Working with Police Dept	Security for Art Festival 3/11/22-3/12/22	720.00
VPG Leesburg 1 LLC	Working with Planning & Zoning/Sent to Attorney	P&Z Traffic Study MPO	5,147.50
			<u>7,069.18</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,253.00
			<u>2,253.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	3,050.59
			<u>3,050.59</u>

042 Fund

Team Fishel	Working with Gas Dept	Damage to gas line	1,128.09
			<u>1,128.09</u>

Total	<u><u>13,500.86</u></u>
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001 FUND TOTAL	\$ 7,069.18
013 FUND TOTAL	\$ 2,253.00
41 FUND TOTAL	\$ 3,050.59
42 FUND TOTAL	\$ 1,128.09
	<u><u>\$ 13,500.86</u></u>

Expected write offs as of Jul 31, 2022

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2020 and 2021.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2020-2021	\$ 307,041		
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2021 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,918	3	53
November	41,356	6	79
December	36,068	3	77
January	40,881	4	77
February	41,591	2	85
March	24,850	1	51
April	29,628	2	62
May	15,228	1	45
June	23,799	2	64
July	12,964	1	54
August	12,097	3	34
September	8,661	1	41
Accounts to be written off*	\$ 307,042	29	722
Prior Yr to Date	\$ 284,281	36	821
difference - () negative	\$ (22,761)	7	99

Projected
Fiscal year 2020 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,445	3	67	185.97	266.97
November	19,468	6	65	165.85	284.19
December	25,734	3	71	365.75	347.00
January	18,428	1	60	237.64	303.17
February	21,646	2	62	157.19	1,790.76
March	17,878	0	43	0.00	415.78
April	32,964	11	61	1,030.32	354.60
May	15,027	0	47	0.00	319.73
June	29,250	2	71	381.48	401.23
July	34,286	4	79	6,811.79	347.77
August					
September					
Accounts to be written off*	\$ 233,126	32	626		
Prior Yr to Date	\$ 286,283	25	647		
difference - () negative	\$ (53,157)	7	(21)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jul 31, 2022

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 26,914,231	\$ 17,541,637	\$ 9,004,416	\$ 26,546,052	99%	\$ 368,179
Special Revenue Funds						
013 Housing Assistance	126,410	89,242	0	89,242	71%	37,168
021 Debt Service Fund	1,458,330	0	1,614,659	1,614,659	111%	(156,329)
031 Capital Projects Fund	9,240,683	1,503,350	2,630,807	4,134,157	45%	5,106,526
132 Local Option Sales Tax	2,567,130	2,102,233	0	2,102,233	82%	464,897
121 Police Forfeiture Fund	34,640	22,618	0	22,618	65%	12,022
122 Police Education Fund	5,000	3,876	0	3,876	78%	1,124
133 Gas Tax	629,210	603,918	0	603,918	96%	25,292
141 Police Impact Fees	8,750	122,683	0	122,683	1402%	(113,933)
142 Fire Impact Fees	200	133,226	0	133,226	66613%	(133,026)
143 Recreation Impact Fees	150,830	222,803	0	222,803	148%	(71,973)
151 Building Fund	1,458,112	828,612	53,180	881,792	60%	576,320
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	594,850	558,267	0	558,267	94%	36,583
017 Carver Heights CRA Fund	594,564	515,641	0	515,641	87%	78,923
018 Highway 27/441 CRA Fund	1,176,630	1,364,213	0	1,364,213	116%	(187,583)
Total General Governmental Funds	44,959,570	25,612,319	13,303,061	38,915,381	87%	6,044,189
Enterprise Funds						
014 Stormwater Utility Fund	2,235,170	1,409,761	0	1,409,761	63%	825,409
041 Electric Utility Fund	62,712,433	63,202,086	202,891	63,404,977	101%	(692,544)
042 Gas Utility Fund	8,626,152	8,353,201	432,937	8,786,138	102%	(159,986)
043 Water Utility Fund	11,743,564	8,513,007	205,311	8,718,318	74%	3,025,246
044 Wastewater Utility Fund	35,220,403	13,079,161	5,500,000	18,579,161	53%	16,641,242
046 Sanitation Services Fund	4,331,493	3,973,587	0	3,973,587	92%	357,906
048 Airport Fund	6,194,912	1,617,629	20,000	1,637,629	26%	4,557,283
Internal Service Funds						
064 Health Insurance Fund	6,418,132	6,244,486	0	6,244,486	97%	173,646
065 Workers' Compensation Insurance Fund	560,030	819,308	0	819,308	146%	(259,278)
066 Risk Management Fund	730,730	918,748	0	918,748	126%	(188,018)
510 Fleet Maintenance Fund	3,694,260	2,383,886	539,459	2,923,345	79%	770,915
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,636,140	(1,205,896)	0	(1,205,896)	-74%	2,842,036
062 Municipal Firemen's Retirement Trust Fund	1,397,470	(1,147,309)	0	(1,147,309)	-82%	2,544,779
063 General Employees' Retirement Fund	2,704,500	(607,066)	0	(607,066)	-22%	3,311,566
Total All Funds	\$ 193,164,959	\$ 133,166,909	\$ 20,203,659	\$ 153,370,568	79%	\$ 39,794,391

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jul 31, 2022

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 26,914,231	\$ 24,706,474	92%	\$ 2,207,757	\$ 1,839,578
<u>Special Revenue Funds</u>					
Housing Assistance	126,410	96,075	76%	30,335	(6,833)
Debt Service Fund	1,458,330	1,612,574	111%	(154,244)	2,084
Capital Projects Fund	9,240,683	3,773,583	41%	5,467,100	360,574
Local Option Sales Tax	2,567,130	2,552,013	99%	15,117	(449,781)
Police Forfeiture Fund	34,640	0	0%	34,640	22,618
Police Education Fund	5,000	6,523	130%	(1,523)	(2,647)
Gas Tax	629,210	755,080	120%	(125,870)	(151,162)
Police Impact Fees	8,750	11,040	126%	(2,290)	111,643
Fire Impact Fees	200	10,120	5060%	(9,920)	123,106
Recreation Impact Fees	150,830	185,580	123%	(34,750)	37,223
Building Fund	1,458,112	1,161,983	80%	296,129	(280,190)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	594,850	632,609	106%	(37,759)	(74,342)
Carver Heights CRA Fund	594,564	507,209	85%	87,355	8,432
Highway 27/441 CRA Fund	1,176,630	925,433	79%	251,197	438,780
<u>Total General Governmental Funds</u>	44,959,570	36,936,296	82%	8,023,274	1,979,085
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,235,170	1,068,515	48%	1,166,655	341,247
Electric Utility Fund	62,712,433	63,339,384	101%	(626,951)	65,593
Gas Utility Fund	8,626,152	6,908,454	80%	1,717,698	1,877,684
Water Utility Fund	11,743,564	6,854,792	58%	4,888,772	1,863,525
Wastewater Utility Fund	35,220,403	9,236,369	26%	25,984,034	9,342,792
Sanitation Services Fund	4,331,493	4,462,145	103%	(130,652)	(488,558)
Airport Fund	6,194,912	2,093,351	34%	4,101,561	(455,722)
<u>Internal Service Funds</u>					
Health Insurance Fund	6,418,132	6,847,042	107%	(428,910)	(602,556)
Workers' Compensation Insurance Fund	560,030	476,796	85%	83,234	342,512
Risk Management Fund	730,730	921,864	126%	(191,134)	(3,116)
Fleet Maintenance Fund	3,694,260	2,976,289	81%	717,971	(52,944)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,636,140	1,666,671	102%	(30,531)	(2,872,567)
Municipal Firemen's Retirement Trust Fund	1,397,470	1,307,493	94%	89,977	(2,454,803)
General Employees' Retirement Fund	2,704,500	2,681,819	99%	22,681	(3,288,885)
Total All Funds	\$ 193,164,959	\$ 147,777,280	77%	\$ 45,387,679	\$ 5,593,288

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jul 31, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 24,436,337	\$ 16,915,222	\$ 8,486,149	\$ 25,401,371	104%	(\$ 965,034)
Special Revenue Funds						
013 Housing Assistance	114,756	59,967	0	59,967	52%	54,789
021 Debt Service Fund	1,346,800	0	1,613,347	1,613,347	120%	(266,547)
031 Capital Projects Fund	10,087,092	341,301	817,985	1,159,285	11%	8,927,807
132 Local Option Sales Tax	1,556,226	1,860,900	0	1,860,900	120%	(304,674)
121 Police Forfeiture Fund	5,830	576	0	576	10%	5,254
122 Police Education Fund	5,000	3,947	0	3,947	79%	1,053
133 Gas Tax	993,103	556,676	0	556,676	56%	436,427
141 Police Impact Fees	96,776	217,977	0	217,977	225%	(121,201)
142 Fire Impact Fees	0	21,873	0	21,873	0%	(21,873)
143 Recreation Impact Fees	0	167,179	0	167,179	0%	(167,179)
151 Building Fund	1,159,531	784,779	41,640	826,419	71%	333,112
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	595,880	545,661	0	545,661	92%	50,219
017 Carver Heights CRA Fund	394,744	414,442	0	414,442	105%	(19,698)
018 Highway 27/441 CRA Fund	1,057,550	1,193,065	0	1,193,065	113%	(135,515)
Total General Governmental Funds	41,849,625	23,083,563	10,959,121	34,042,684	81%	7,806,941
Enterprise Funds						
014 Stormwater Utility Fund	1,590,070	1,355,292	0	1,355,292	85%	234,778
041 Electric Utility Fund	66,795,237	47,723,891	592,033	48,315,924	72%	18,479,313
042 Gas Utility Fund	6,938,812	6,155,890	200,067	6,355,957	92%	582,855
043 Water Utility Fund	10,005,851	7,921,374	162,503	8,083,876	81%	1,921,975
044 Wastewater Utility Fund	35,718,004	12,408,345	0	12,408,345	35%	23,309,659
046 Sanitation Services Fund	3,976,268	3,772,031	0	3,772,031	95%	204,237
048 Airport Fund	8,028,904	7,080,207	0	7,080,207	88%	948,697
Internal Service Funds						
064 Health Insurance Fund	7,106,696	7,430,985	1,000,000	8,430,985	119%	(1,324,289)
065 Workers' Compensation Insurance Fund	1,149,821	602,344	0	602,344	52%	547,477
066 Risk Management Fund	747,330	836,266	0	836,266	112%	(88,936)
510 Fleet Maintenance Fund	3,878,395	2,358,526	973,355	3,331,881	86%	546,514
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,590,640	5,935,735	0	5,935,735	373%	(4,345,095)
062 Municipal Firemen's Retirement Trust Fund	1,362,540	5,566,818	0	5,566,818	409%	(4,204,278)
063 General Employees' Retirement Fund	2,779,490	9,258,251	0	9,258,251	333%	(6,478,761)
Total All Funds	\$ 193,517,683	\$ 141,489,517	\$ 13,887,078	\$ 155,376,594	80%	\$ 38,141,089

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Jul 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 24,436,337	\$ 23,418,237	96%	\$ 1,018,100	\$ 1,983,134
<u>Special Revenue Funds</u>					
Housing Assistance	114,756	107,802	94%	6,954	(47,835)
Debt Service Fund	1,346,800	1,612,862	120%	(266,062)	485
Capital Projects Fund	10,087,092	6,262,674	62%	3,824,418	(5,103,389)
Local Option Sales Tax	1,556,226	1,177,906	76%	378,320	682,994
Police Forfeiture Fund	5,830	0	0%	5,830	576
Police Education Fund	5,000	6,027	121%	(1,027)	(2,079)
Gas Tax	993,103	907,044	91%	86,059	(350,368)
Police Impact Fees	96,776	104,831	108%	(8,055)	113,146
Fire Impact Fees	0	260	0%	(260)	21,613
Recreation Impact Fees	0	8,200	0%	(8,200)	158,979
Building Fund	1,159,531	1,117,250	96%	42,281	(290,831)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	595,880	595,754	100%	126	(50,093)
Carver Heights CRA Fund	394,744	117,861	30%	276,883	296,581
Highway 27/441 CRA Fund	1,057,550	528,169	50%	529,381	664,896
<u>Total General Governmental Funds</u>	41,849,625	35,964,878	86%	5,884,747	(1,922,194)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,590,070	977,035	61%	613,035	378,257
Electric Utility Fund	66,795,237	48,490,328	73%	18,304,909	(174,404)
Gas Utility Fund	6,938,812	5,130,519	74%	1,808,293	1,225,438
Water Utility Fund	10,005,851	6,610,298	66%	3,395,553	1,473,579
Wastewater Utility Fund	35,718,004	8,688,194	24%	27,029,810	3,720,151
Sanitation Services Fund	3,976,268	3,789,361	95%	186,907	(17,330)
Airport Fund	8,028,904	2,087,662	26%	5,941,242	4,992,545
<u>Internal Service Funds</u>					
Health Insurance Fund	7,106,696	7,452,315	105%	(345,619)	978,670
Workers' Compensation Insurance Fund	1,149,821	1,608,654	140%	(458,833)	(1,006,310)
Risk Management Fund	747,330	836,843	112%	(89,513)	(577)
Fleet Maintenance Fund	3,878,395	3,032,275	78%	846,120	299,606
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,590,640	960,014	60%	630,626	4,975,721
Municipal Firemen's Retirement Trust Fund	1,362,540	1,255,727	92%	106,813	4,311,091
General Employees' Retirement Fund	2,779,490	2,463,506	89%	315,984	6,794,745
Total All Funds	\$ 193,517,683	\$ 129,347,607	67%	\$ 64,170,076	\$ 26,028,987

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
7/31/2022**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$78,787,791.35	\$14,608,687.50	\$4,968,059.41	\$ 169,080.59	\$ 1,188,513.01	\$13,949,557.29	\$ 4,111,432.05	\$ 7,311,852.80	\$ 14,378,484.02		\$ 1,719,020.23	\$3,462,682.30	\$4,360,468.88	\$ 1,993,832.96	\$ 6,566,120.31
RESTRICTED CASH	CUSTOMER DEPOSITS	6,662,346.61					4,918,632.69	1,128,962.46	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLCMNT	20,717,344.94	2,014,138.84	18,038.42			2,716,617.58	351,392.46	2,646,795.05	11,629,525.26		850,000.00				490,837.33
	BOND/NOTE SINKING FUND	35,889,712.06		64,711.58			3,670,307.74	72,314.25	704,350.55	31,378,027.94						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP	360,773.13		360,773.13												
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	7,972,299.92							1,972,137.61	6,000,162.31						
	OTHER RESTRICTED CASH	5,562,409.34		72,547.73		5,387,787.96										
	DEVELOPER CONTRIBUTIONS	572,547.92					567,418.52	5,129.40								
	RATE STABILIZATION	(9,075,221.00)					(9,075,221.00)									
SUBTOTAL OF RESTRICTED CASH		69,262,212.92	2,014,138.84	1,116,070.86		5,387,787.96	2,797,755.53	1,557,796.57	5,933,239.67	49,009,665.51		852,845.00				490,837.33
TOTAL POOLED CASH		\$148,050,004.27	\$ 16,622,826.34	\$ 6,084,130.27	\$ 169,080.59	\$ 6,576,300.97	\$ 16,747,312.82	\$ 5,669,230.62	\$ 13,245,092.47	\$ 63,388,149.53	\$ -	\$ 2,571,865.23	\$ 3,462,682.30	\$ 4,360,468.88	\$ 1,993,832.96	\$ 7,056,957.64
NON-POOLED RESTRICTED CASH																
SUBTOTAL NON-POOLED CASH	CASH WITH FISCAL AGENT	1,944,442.14			1,017,415.71			155,484.92	323,420.99	448,120.52						
	DEPOSITORY TRUST ACCOUNT DEP-WELLS FARGO															
TOTAL POOLED CASH AND INVEST		\$149,994,446.41	\$16,622,826.34	\$ 6,084,130.27	\$1,186,496.30	\$6,576,300.97	\$16,747,312.82	\$5,824,715.54	\$13,568,513.46	\$63,836,270.05		\$2,571,865.23	\$3,462,682.30	\$4,360,468.88	\$1,993,832.96	\$7,056,957.64

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 4,968,059.41	\$ 240,205.28	\$ 7,278.99	\$ 199,901.63	\$ 2,219,474.80	\$ 103,520.14	\$ (403.47)	\$ 699,019.07	\$ 328,019.83	\$ 713,250.64	\$ 170,433.99	\$ 287,358.51
RESTRICTED CASH	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,547.73	72,547.73										
	BOND/NOTE SINKING FUND	64,711.58		77,880.82		(13,169.24)							
	SIGN GRANT	360,773.13		91,577.78	100,000.00	169,195.35							
	R&R / OTHER RESTRICTED	18,038.42	18,038.42										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
		\$ 1,116,070.86	\$ 90,586.15	\$ 169,458.60	\$ 100,000.00	\$ 756,026.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL OF RESTRICTED CASH		\$ 1,116,070.86	\$ 90,586.15	\$ 169,458.60	\$ 100,000.00	\$ 756,026.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 6,084,130.27	\$ 330,791.43	\$ 176,737.59	\$ 299,901.63	\$ 2,975,500.91	\$ 103,520.14	\$ (403.47)	\$ 699,019.07	\$ 328,019.83	\$ 713,250.64	\$ 170,433.99	\$ 287,358.51
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 6,084,130.27	\$ 330,791.43	\$ 176,737.59	\$ 299,901.63	\$ 2,975,500.91	\$ 103,520.14	\$ (403.47)	\$ 699,019.07	\$ 328,019.83	\$ 713,250.64	\$ 170,433.99	\$ 287,358.51

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,566,120.31	\$ 1,627,420.11	\$ 1,392,429.99	\$ 154,873.68	\$ 3,391,396.53
RESTRICTED CASH		490,837.33				490,837.33
SUBTOTAL OF RESTRICTED CASH		\$ 490,837.33	\$ -	\$ -	\$ -	\$ 490,837.33
TOTAL POOLED CASH		\$ 7,056,957.64	\$ 1,627,420.11	\$ 1,392,429.99	\$ 154,873.68	\$ 3,882,233.86
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,056,957.64	\$ 1,627,420.11	\$ 1,392,429.99	\$ 154,873.68	\$ 3,882,233.86

**CITY OF LEESBURG
INVESTMENT REPORT
7/31/2022**

DESCRIPTION	BALANCE 7/31/2022
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$64,580,847
TD Bank - Savings	4,014,021
CenterState Bank - Savings	5,770,948
Centerstate Bank - CD	0
Synovus - CD	0
	\$74,365,816
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,800,129
FLCLASS	9,875,598
FLPRIME	6,013,462
	23,689,189
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,944,442
CHANDLER ASSET MANAGEMENT (SECURITIES)	48,995,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	49,995,000
TOTAL INVESTMENTS	149,994,446
MARKET ADJUSTMENT	(739,467)
TOTAL VALUE OF INVESTMENTS	\$149,254,979

