

**AGENDA**  
**CITY COMMISSION MEETING**  
**CITY HALL, 501 W MEADOW STREET**  
**MONDAY, SEPTEMBER 23, 2024 5:30 PM**

**1. CALL TO ORDER**

**INVOCATION**

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

**2. PROCLAMATIONS:**

**A. None**

**3. PRESENTATIONS:**

**A. None**

**4. PUBLIC COMMENTS:**

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

**5. CONSENT AGENDA:**

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

**A. CITY COMMISSION MEETING MINUTES:**

- 1. Regular meeting held September 9, 2024**
- 2. Special meeting (Tentative Millage & Budget) held September 12, 2024**

**B. PURCHASING ITEMS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment with NFP Retirement, Inc. (fka Fiduciary First, LLC) for investment advisor services to the City's employee 401(a) Defined Contribution and 457(b) Deferred Compensation plans; and providing an effective date.**
2. **Purchase request for Advanced Roofing, Inc. to repair the Granular Roofing System to the Leesburg Recreation Center in the amount of \$75,416.35.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida approving an Amendment to the Lease Agreement with Kids Central, Inc., to modify the Scope of Services to be provided by Kids Central, Inc., at the Leesburg Resource Center; authorizing the Mayor and City Clerk to execute the Amendment; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to enter into an Encroachment Agreement with Linda D. Lindsey, for the purpose of authorizing the limited continuation of the encroachments subject to terms and conditions described within; 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 lease agreement between the City of Leesburg and VMAX "FOR ONE COMMUNITY", INC., for space at the Leesburg Resource Center; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida approving the sale of city-owned property located at 305 S. 6th Street; and providing an effective date. (Frostinburg, LLC)**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

- A. **Public Hearing on the proposed millage and proposed budget for Fiscal Year 2024-25**
  1. **Announce the name of the taxing authority, the rolled-back rate, and the millage rate to be levied.**



2. **Discuss the proposed aggregate millage rate**
3. **Request comments from the public regarding adoption of the final millage rate**
4. **Resolution of the City Commission of the City of Leesburg, Florida finally adopting 3.4752 mills as the Fiscal Year 2024-25 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 3.4752 which is 7.50% more than the current year rolled back rate; and providing an effective date.**
5. **Request comments from the public regarding adoption of the final 2024-25 Budget**
6. **Resolution finally adopting the Fiscal Year 2024-25 Budget**
7. **Announce the adopted millage rate**

**B. SECOND READING OF ORDINANCES**

1. **An Ordinance of the City of Leesburg, Florida, vacating and abandoning a portion of the improved Right-of-Way of 13th Street located between Center Street and W. Main Street in Leesburg, Lake County, Florida; providing for conditions; providing for severability; and providing for an effective date.**
2. **An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 5, Section 5-6, Consumption of and open containers prohibited on public property; exceptions; amending Section 5-6.2 Consumption of or possession of alcohol in open containers near store selling alcoholic beverages; amending Chapter 18, Streets, Sidewalks, and other Public Places; providing for severability; providing for conflicts; providing for inclusion in the Code of Ordinances; and providing for an effective period and effective date.**

**C. FIRST READING OF ORDINANCES**

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 208.5 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 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. (Lake Bright/Brighurst ANNX)

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 208.5 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst LSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 208.5 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as legally described in Section 3, Township 21 south, Range 24 east, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst PUD)**
4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 10.02 +/- acres; and being generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 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. (Blue Ridge Storage ANNX)**
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 10.02 +/- acres from Lake County Urban Low Density to Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage SSCP)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 10.02 +/- acres from Lake County PUD (Planned Unit Development) to Leesburg PUD (Planned Unit Development) to allow a self-service storage facility, for a property generally located west of U.S.**

**Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage PUD)**

- 7. An Ordinance of the City of Leesburg, Florida; creating Section 2-8 of the City's Code of Ordinances; entitled control of access to City-Owned, controlled, and leased property; establishing a process to designate facilities as public forums, limited public forums or non-public forums; establishing trespass notice for public property; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.**
- 8. An Ordinance of the City of Leesburg, Florida; Amending Chapter 15, Article I "General Offenses" to create Section 15-7 Entitled "Public Camping or Sleeping" prohibiting unauthorized camping at any time within the City; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.**

**D. NON-ROUTINE ITEMS**

- 1. None**

**7. INFORMATIONAL REPORTS:**

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

- A. None**

**8. CITY ATTORNEY ITEMS:**

**9. CITY MANAGER ITEMS:**

**10. ROLL CALL:**

**11. ADJOURN:**

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

**F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the**

**appeal is to be based." The City of Leesburg does not provide this verbatim record.**

**AGENDA MINUTES  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, SEPTEMBER 9, 2024 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a regular meeting on Monday, September 9, 2024, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

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

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

**INVOCATION**

Mayor Burry 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. Proclaim September as being Childhood Cancer Awareness Month**

Mayor Burry read a proclamation proclaiming September 2024 as Childhood Cancer Awareness Month. He encouraged all residents to support this cause because it deeply impacts families in every community across the nation.

**B. Hispanic Heritage Month**

Mayor Burry read a proclamation proclaiming September 15, 2024, through October 24, 2024, as Hispanic Heritage Month. He encouraged all citizens to observe this month by engaging in programs, activities and ceremonies that celebrate the Hispanic culture, heritage and the extraordinary achievements of Hispanic Americans throughout history.

**3. PRESENTATIONS:**

**A. Certificates to Miss Leesburg winners:**

**Miss Leesburg - Madison Rowland  
Teen Miss - Claire Carlton  
Junior Miss - Harper Richey  
Little Miss - Lexi Blasky  
Tiny Miss - Michaela O'Neal**

Mayor Burry recognized each Miss Leesburg Winner for their outstanding community service.

Madison Rowland, Miss Leesburg, thanked the city on behalf of her pageant sisters for allowing them to represent the city this year. It has been an honor and a privilege.

**B. Employee Service Award Recognitions:**

**Five Years: Brad Chase, Electric; Christopher Eagle, IT; Rickey Howell, Building;  
and Cliff Kelsey, Public Works  
Ten Years: Lisa Robinson, Customer Service  
Twenty-Five Years: Alana Swafford, Police  
Thirty-Five Years: Andrew Tim Allen, Gas Distribution; Laura "Chris" Freeze,  
Accounting; and Michael Thompson, Athletic Fields  
Forty Years: Randy Mort, WW Canal Street Treatment**

Human Resource Director (HRD) Melissa Arriaga and **CM Minner** recognized each employee for their years of service and provided each of them with their award.

**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.**

Bill Polk of 600 Cascade Avenue, thanked the city for helping him earlier today. A big tree fell from his yard onto the road at Cascade and 6th Avenue. They were Johnny on the Spot getting out there. It looked like they were finishing up with the cleanup as he left. They worked through the rain and did a great job.

Gary McKechnie of 729 South 9th Street said he and his wife had recently moved to Leesburg from Mount Dora. He wanted to compliment the Public Works and Customer Service Departments. There were tree limbs overhanging 9th Street. His wife called, and the guys were out the next day. She made another call when the trees in Palmora Park were getting a little too big. The guys were out there immediately trimming the trees. When some of the streetlights were out, she called, and they were out there with their utility trucks replacing the light bulbs. There are street sweepers going up and down the streets. It is incredible to see how efficient the public works department is. When they moved here, the customer service staff was exemplary. They were great at helping because they had to pull building permits to do a lot of the work on the house because they were renovating. The staff was perfect at providing all the information that was needed. When we followed up, they made the instructions clear and provided them with the information about what they needed to provide. They did a great job all the

way around.

Gary Custer of 8909 East Treasure Island Avenue said he spoke before the commission in July 2023 about the Silver Lake Pointe development and the water running out on the road. The problem has not gotten any better. At that meeting, he was told that this would be taken care of, that they would figure out the problem. The problem is that they have drains on the outside of the entrance, but the water runs down the inside. The lower spot is the center. The water runs out onto CR 44 and floods it. It runs down the hill into another individual's property at the bottom of the hill. There has been no improvement and every time it rains, it floods. One excuse was that a truck dumped part of its load and that is why all the sand and silt were washing down the road. He personally drove a truck for forty-eight years, and never saw that happen, but that is not to say it cannot happen. However, every time it rains, a truck dumps a load every time it rains, because every time it rains it washes the sand and silt down to the bottom of the hill. He did not know if there was any way to fix it. He met with the public works director, and he then met with the developer and apparently nobody wanted to shut this down or force them to fix the problem. It will be an expensive fix now because they will have to put in another storm drain in the center, so the water runs where it is supposed to into the storm drains. It does not even hit the storm drains now. There is one more storm drain down the hill and that storm drain is above the level of the road, so no water can run into it. They can look at it and see it is a problem that needs to be fixed. Someone at some point during a heavy rain will hydroplane on CR 44 and there will be one heck of an accident. Traffic keeps getting worse and worse and their confidence in the ability to solve these problems with Treasure Trove, Silver Lake Woods, and Orange Bend coming online in this area is minimal. If they cannot handle this problem, what problem can you handle? The city needs to get tough with the developers.

**5. CONSENT AGENDA:**

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**Items pulled for discussion:**

5.B.1 - Execution of a Services Agreement with High Performance Technologies, LLC, for the installation of an upgraded IT Infrastructure that integrates with the City's existing system

5.C.5 - Execution of a Commercial Lease Agreement between the City of Leesburg and the Melon Patch Players, Inc.

Commissioner Reisman moved to adopt the Consent Agenda except for 5.B.1 and 5.C.5, and Commissioner Berry seconded the motion.

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Connell  | Yes |
| Commissioner Reisman  | Yes |
| Commissioner Pederson | Yes |
| Commissioner Berry    | Yes |
| Mayor Burry           | 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 26, 2024**

**B. PURCHASING ITEMS:**

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with High Performance Technologies, LLC for the installation of an upgraded IT Infrastructure that integrates with the City's existing system; and providing an effective date.**

**ADOPTED RESOLUTION 11,887**

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Pederson asked for clarification of the numbers because they did not add up. He was fine with how it was bid out, but in the narrative it showed a lower number of five hundred and eighty. Then, to the right of that, they had one hundred and twenty-nine, which mathematically goes to six hundred and forty-nine, which was the number used in the narratives. He wanted some clarification. **Network Manager (NM) Mike Andrews** said it was his understanding that number was the addition of leasing fees. The five hundred and eighty was the cost of the equipment and the fees over the term of the lease is what breaks down to one hundred and twenty-nine per year. **Commissioner Pederson** wanted to make sure he was happy with the results. **NM Andrews** agreed he was pleased with the bid results. **Mayor Burry** asked if there were any other questions. There were none.

The roll call vote was:

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

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

**C. RESOLUTIONS:**

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Traderscove Corporation, regarding**



**offsite development for the provision of natural gas service to the development known as Silver Lake Woods; and providing an effective date.**

**ADOPTED RESOLUTION 11,888**

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Traderscove Corporation, regarding offsite development for the provision of natural gas service to the development known as Treasures Trove; and providing an effective date.**

**ADOPTED RESOLUTION 11,889**

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Swan Capital Partners, LLC, regarding offsite development for the provision of natural gas service to the development known as Morningside at Silver Lake; and providing an effective date.**

**ADOPTED RESOLUTION 11,890**

- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from David A. Knowles and Cheryl B. Knowles, Trustees of the Knowles Family Trust dated September 30, 2009, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

**ADOPTED RESOLUTION 11,891**

- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Commercial Lease Agreement between the City of Leesburg and the Melon Patch Players, Inc.; and providing an effective date.**

**ADOPTED RESOLUTION 11,892**

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell said we purchased this property three or four months ago for \$2.4 million dollars and that does not take into effect all the other stuff that went along with this tearing down another building and building another building. Anyway, we signed a 2.4 million dollar deal, and we are going to lease it out for fifty years at \$3,000 per year. The city will only get \$150,000 back on a \$2.4 million dollar investment over fifty years, and we are also responsible for maintaining the building. This is a terrible deal. **Mayor Burry** indicated that was for the outer structure. The lease calls for everything inside. **CA Watson** agreed with the structural stuff. The heavy lifting would be the city's responsibility. **Commissioner Connell** said we are only getting \$3,000 annually on a \$2.4 million dollar investment, and we still have to maintain the outside of the structure. This is not a very good deal. Then we are also tying this building up for fifty years. We cannot do anything with it for fifty years. We cannot sell it to anyone because no one is going to buy a building with a tenant that only pays \$3,000 per year. Plus, we are responsible for the outside structure. This is a horrible financial deal for the city. It is absolutely awful. **CM Minner** said the concept of the lease before the commission should not be a surprise because when we discussed the Tropic purchase about two to three months ago, we talked about its use concepts and the use concept at that time was going to be three-fold with the events division, the Melon Patch, and eventually the Center for the Arts. That way we could shift some stuff around over on Magnolia while addressing parking concerns which we talked about during the budget process. He did not believe the commission or the community ever saw this as a profit center. The concept was to purchase a facility that would become a city asset that would help bolster actions in recreation and a drawing cart to the downtown. He did not disagree with Commissioner Connell's remarks as far as financially, because no, the numbers do not add up, but when we endeavored into this project we were not looking at numbers, we were looking at a cultural arts facility to house not-for-profit organizations. To provide not-for-profit organizations with similar lease terms to what they currently have. An example would be the Arts Center. They are in their current city facility for no payment. The Partnership was in that facility for years with no payment. Contrary to the numbers being horrible, the Melon Patch is probably the first not-for-profit agency that brought money to the table. In the long term, it is not a lot of money, but it is more than any other not-for-profit deal that we have made. The judgment here was based on financial dollars, but the intrinsic value is what it brings to the community. The commission will vote on how they feel best about this program. **Commissioner Connell** wanted to know why there had to be a fifty-year lease. **CM Minner** replied that they talked about that a lot at a staff level between himself and Melon Patch. Also, Melon Patch is giving up their current facility with no cost to them other than maintenance costs; it is in a bit of disrepair. They would like a place that is larger so it holds more people, and it is in the downtown and that is attractive to them. They feel that they are selling their facility, which is under contract now, and they would like the long-term security of having a lease and \$150,000 for the Melon Patch is a considerable sum, so they wanted security behind the deal. **Commissioner Connell** said \$150,000 is over fifty years, that is only \$3,000 per year. They are the ones wanting to move, so he does not know why we are giving them such a sweetheart's deal. We just bought it a few months ago, and we removed it from the tax roll, so there will be a reoccurring loss of money every year from acquiring the building, and now we are practically giving it away. Plus, we have to maintain the exterior of the building. This deal makes absolutely no financial common sense at all. **Commissioner Reisman** mentioned that this was part of the downtown master-plan. Although he does not disagree with Commissioner Connell about the cost, he correlated this to how we as a city provide a lot of other assets around the city, whether it be sports facilities like Pat Thomas, there are multiple organizations that do not pay a fee to play there either. So, we, as a city, need to be responsible and provide other avenues for our residents to enjoy, whether it be sports, the arts, or a theater. This will be a huge asset to our downtown, and it will bring in more traffic and people to the downtown and those people will support our downtown. This is a great thing for our city. **Mayor Burry** asked if there were any other comments. There were none.

The roll call vote was:

Commissioner Pederson                      Yes

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

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

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

**A. SECOND READING OF ORDINANCES**

- 1. An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan Future Land Use Element to establish the Sunnyside Estates Objective and Policies, previously set forth in Resolution 7158, and known as the Sunnyside Task Force Study Report, for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.**

**ADOPTED ORDINANCE 24-56**

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

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated before them this evening are three amendments regarding the Sunnyside area. The first item will establish the Sunnyside Estate's future land use category in the comprehensive plan text. It will contain an objective and six policies. It will also establish residential densities that are compatible with the Sunnyside Estate's area of the city, and it is consistent with Resolution 7158, which was the Sunnyside Task Force Study that was originally adopted back in 2005. **Mayor Burry** asked if there were any further questions or comments. There were none.

The roll call vote was:

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

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

- 2. An Ordinance of the City of Leesburg, Florida amending the**

**Comprehensive Plan Future Land Use Map by redesignating the future land use designation of certain property from Low Density Residential, High Density Residential, and Estate Residential to Sunnyside Estates (SE) for properties generally located in Sections 19, 20, 21, 28, 29, 30, and 32, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Estates Comprehensive Plan FLU Map Amendment)**

**ADOPTED ORDINANCE 24-57**

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

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

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

The roll call vote was:

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

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

**3. An Ordinance of the City of Leesburg, Florida amending Part II, Chapter 25 of the Municipal Code, adding Section 25-269 (3) Future Land Use Districts; and providing an effective date. (SS Ordinance Amendment Chapter 25 - Zoning)**

**ADOPTED ORDINANCE 24-58**

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

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

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was the third item which adds the Sunnyside language to the land development regulations, which are in Chapter 25. **Mayor Burry** asked if there were any questions or comments. There were none.

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Reisman  | Yes |
| Commissioner Pederson | Yes |

|                      |     |
|----------------------|-----|
| Commissioner Berry   | Yes |
| Commissioner Connell | Yes |
| Mayor Burry          | Yes |

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

## **B. FIRST READING OF ORDINANCES**

- 1. An Ordinance of the City of Leesburg, Florida amending the City's Comprehensive Plan Future Land Use Element; Transportation Element; Housing Element; Sanitary Sewer Element; Potable Water Element; Solid Waste Element; Drainage Element; Aquifer Recharge Element; Conservation Element; Recreation and Open Space Element; Intergovernmental Coordination Element; Capital Improvements Element; Aviation Element; Property Rights Element under the procedures established in Sections 163.3184(2) and (4); and to comply with Sections 163 and 373 of the Florida Statutes related to Water Supply Planning Requirements by amending "The Water Supply Facilities Work Plan" and incorporating the Water Supply Facilities Work Plan as an Appendix to the Potable Water Element; and providing an effective date. (2045 Comprehensive Plan Update / Water Supply Facilities Work Plan Update)**

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

Mayor Burry said this was the first reading and this would have to be sent to the state. He asked if we had an idea about when this might come back before the commission for a second reading. **CM Minner** replied this item will be sent to the state, and it will probably take a little longer for the state to review it. They will most likely see it come back at the end of November or the beginning of December. **PZD Miller** anticipated a sixty-day turnaround from the state, and they were hoping for the first meeting in December or soon thereafter. **CM Minner** added this was a big report, and it was presented to the planning commission a couple of weeks ago. The comprehensive plan update is about eight hundred and some odd pages. He would save the sarcasm because, honestly, the comprehensive plan is one of the most important documents that the city works with, and the commission deals with a lot of growth issues, so this is one of the biggest documents we work with, and it is pretty comprehensive. We will need to get this up on the website, and they will work with the IT department on that. Public copies are available and if someone wants a copy, they can contact his office or the planning and zoning office. This was reviewed by the planning and zoning Board last month with a seven to zero recommendation for approval. They have a couple of months to read the eight hundred pages. When they go through this at second reading, the planning and zoning director will give a fifteen-minute synopsis of the eight hundred pages. He will give a break-down of the most important things and one of the most important things there will be the Sunnyside plan, which implements the more rural nature of Sunnyside, and it does a few other things. Obviously, water conservation is a big part. We do not look at that section often, but the public works department and the water districts do and that is a significant part of the plan. It will be transmitted to the state, and we are looking at late November or the first part of December for final adoption. If there are any questions, contact the planning and zoning office or the city manager's office, and we will get it up on the website for additional dissemination. **Commissioner Pederson** mentioned on page 190, there was a box that said no designated bike paths/trails, and he thought about the rails to trails. It was also

talked about elsewhere, but he knows we have the rails to trails and other things going on. He wondered if that was a typo, and he wanted to bring that to his attention. **PZD Miller** replied that it sounded like a typo. He would look into that and have it corrected. **Commissioner Pederson** then said he was a bit surprised in the housing section. He could not remember which page, but it talked about the definition of substandard housing being inadequate plumbing and other crazy things, but we were at 5.5% and the county was at 3.5%. He was surprised that we were that high. We talked about that before, and he knows we have issues getting into houses legally and things like that, but he just wanted to bring that to the commission's attention. It was kind of a surprise. It was not meant as a criticism, just a surprise.

**Commissioner Berry** asked if that was based on the entire city. **Commissioner Pederson** said he guessed it was the entire city. We also had a higher percentage of renters versus owners, but he guessed that is total housing. **CM Minner** responded that both statistics are city wide. **Commissioner Pederson** commented that when he read the definition of substandard he was a little taken back by that. **Mayor Burry** pointed out to the public that roughly every ten years, cities are required to go through the process of addressing a comprehensive plan to make changes that they deem necessary to meet the needs of their city, and they are in that timeframe now with this and that is the main purpose of it. He encouraged everyone to read it, because when people come who want to develop in Leesburg, this is the document that they use and if their ideas are within the comprehensive plan, then we have to pretty much let them do it. He encouraged everyone to read and if you do not like something in it, let them know, because that is how things are changed. **Commissioner Berry** gave kudos to the planning and zoning team and the planning committee. They have all done great work. It looks good, and it is very easy to follow and to acknowledge what the specifics are that you are looking for. The consultants were good at presenting and getting everyone on board. **PZD Miller** thanked her for her comments. The consultant team was Calvin, Gordono and Associates. They do a lot of local government work and Alyssa Livingstone was in attendance. They all did a fantastic job. His team did some fantastic work on this too. **Mayor Burry** asked if there were any other questions or comments. There were none.

**2. An Ordinance of the City Commission of the City of Leesburg, Florida, vacating and abandoning a portion of the improved Right-of-Way of 13th Street located between Center Street and W. Main Street and accepting a utility easement; providing for severability; and providing an effective date.**

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Pederson asked if there was any communication with the residents on Line Street? **CM Minner** answered no, there was no direct communication other than the advertisement. **Commissioner Pederson** inquired if signs were put up? **CM Minner** replied no. If they would like some additional communication done between now and the 23rd, they can do that. **Commissioner Pederson** said he supports this because he understands what the church is trying to do. He just does not want the residents to be blindsided. It was mentioned by Commissioner Reisman that some people may like this because it could stop through traffic, but that was his only question. **CM Minner** said they could get some signs out like we do with the zoning stuff. **Commissioner Pederson** added that the residents deserve that. He would hate for them to find out after the fact. **Mayor Burry** said that was a good idea. **Commissioner Berry** wanted to know if you were driving on Center Street from 14th Street to 13th Street, the only entrance and exit would be US 27, unless you turned left on 13th Street. **CM Minner** agreed. **Mayor Burry** said they could only turn left. **Commissioner Berry** continued to say the homes that are right there on Center Street, their only exit and inbound, would be US 27 or go around to 13th Street, correct?

**Mayor Burry** added that they would then take them down to Webster to Perkins if they were trying to get on Main Street. **CM Minner** stated they would get Center and Line Street onto the list for signs. **Commissioner Berry** wanted to be clear while visualizing the only traffic light would be from 14th Street, which is at the Palm Plaza before the new coffee brewery, correct? **CM Minner** responded it would be Center Street and US 27. **Commissioner Berry** stated there would be no thorough street to get to the Catholic Church. They would have to go around. There would be no thorough street from 14th Street to St. Paul Catholic Church. **CM Minner** replied if they were going up US 27 or coming off Center Street they could still go to Center Street and make a left and that would bend you around to the Catholic Church. **Mayor Burry** asked for any public comment.

Bill Polk of 600 Cascade Avenue said he also owns property at 406 North 13th Street. This is a bad idea. Nobody has thought this through. He did not know if the lawyers had even looked it up, but the city had already closed from Line Street to Main Street. It has been closed for three to four years. Line Street is what Commissioner Berry was referring to, Line Street, when identifying those people that would use that road. Line Street to Main Street has been closed for three to four years. **Mayor Burry** asked if he was talking about 13th Street. **Mr. Polk** said yes. It has been closed for three to four years and the church has not done one thing with the plan that they brought to the city. He could not remember if this was done before or after he was on the commission, but he was very familiar with it. He had a lawyer down here fighting it because they wanted to close the whole road, but we own both sides of the road on 13th Street. Right now, Commissioner Berry is correct. If they want to come from US 27 to get to the Catholic Church, the only way you will be able to get there is to come down Center Street and turn left on 13th Street. Most of those people do that now, and it has become a thing now because of the slow traffic at the church. The church has not thought this process out. They had three to five years if he was not mistaken to do something with 13th Street from Line Street to Main Street, and they had done nothing. They have not even tried to do anything there. They had a grandiose plan that they brought to the city, and it must have been when he was on the commission because he remembers it like night and day, and they had done zero. He agreed with Commissioner Pederson about how great the church is because he goes there. He knows about the church, but the traffic backs up in the morning from 7:45 am till 8:15 am every morning. It goes beyond his office, which is past the bike trail, and it goes all the way down to Webster Street. The speeders are mostly people going to school in the morning because they try to get their kids there before they are late. During the day after 8:15 am, there is hardly any traffic on 13th Street at all. The Catholic Church meets at 9:00 am, but they all go down Center Street and turn left to get to the church. He does not want to close from Center Street to Line Street because the people on Line Street use that road to come to 13th Street. They go down 13th Street to turn left on Center Street to get to Publix. That is the only light they have to get out on the highway. Otherwise, they have to go to Main Street down 12th Street, and they have to turn around because there are people right there by the church. They have to turn around and go backwards to get to Publix or anywhere on US 27. If they want to close it, they already have it closed from Line Street to Main Street. He was totally against closing from Center Street to Line Street. It will cause traffic problems and problems for the people on Line Street, 12th Street and all the people that are going out to US 27 when they want to go shopping or wherever they want to go. Also, the people that go to the Catholic Church to pray every morning will have problems. From 7:45 to 8:15 the traffic is terrible. He cannot get out of his office if he needs to leave there and from about 2:45 pm to about 3:15 pm it is the same thing. All the vehicles are backed up waiting for their kid to get out of school and if he is late coming to work on Line Street, he cannot get out of 13th Street to get to his office. He has to change his schedule just about every day. If they want to close it from Line Street to Main Street it has already been closed. As he understands, they bought the Melon Patch, and they will use the Melon Patch, and they are worried about traffic, yet they have done nothing with what they already had approval to do. The old public works manager explained the whole thing. He went through the whole thing. **CM Minner** said he vaguely remembers, but he would have to double-check the records. **Mr. Polk** commented on looking back to when DC was here. **CM Minner** continued to say he remembered a

conversation, and we may have closed it, but we will double-check it. **Mr. Polk** did not know if there was a time frame for it and if it ran out, but they never proceeded with their plan. They went to California with three people to look up this grandiose plan and had somebody come up with a great big plan, and they put it up on the board and showed everybody the plan. Everybody was excited about it and nothing ever happened. Now they want to do this, but it will cause traffic problems getting to US 27. You cannot even go down there when school is in because they have cones out when the kids are crossing the road. Anybody with a brain is not going to go there anyway. Most of the speeders that are driving down 13th Street are the people that go to the church. He hates to say that, but they are the people who go to church. You can look at the moms and their faces, their eyes are about to bug out, and they are trying to get their kids to church before they are late. They need to think about this because there is no plan right now and to just say we are going to close without there being a traffic plan is not wise. Even if we close it to Center Street, it will not solve the problem. They have no traffic pattern plan for anybody that wants to go to school there. It is kind of like the airport, where if you build a house next to it, they built a school, but they did not have a traffic plan, and they still do not. He is all for the church because he attends there occasionally, he was just there on Sunday. He would not approve this, or take it to second reading until somebody came up with a new plan, and they showed the old plan, which was a great big plan. He was sure the church would have something to say about it, but he was trying to find out what was happening. **Commissioner Berry** questioned if this request would be a step towards getting a turning lane put in at Center Street and US 27, because that is where the traffic is. They are backed up there. **CM Minner** replied we are not going to have a turning lane on US 27 and Center. **Commissioner Berry** stated there was an issue there. There are no turning lanes in either direction on Center Street. **CM Minner** pointed out that anything we do at that intersection, even on our streets, because it intersects with US 27, we would have to work through FDOT. **Commissioner Berry** asked if that was something to be considered? **CM Minner** replied we would have to go through FDOT. **Mr. Polk** then stated he owned both sides of the road from Center Street to the trail, so would they close that section for him?

**A gentleman from the audience** said he was sympathetic to Mr. Polk's position. He is both a neighbor and a friend. The church is in a very difficult situation. When they talked to the city about the Melon Patch because they wanted to move downtown, he said he was open to that, but the challenge was that they would be moving further up the street, and they already had six hundred kids crossing the road. We have to do something to restrict that traffic. He remembered the event three years ago, but he did not remember signing a vacation, or anything for any utilities there, so he was not sure if that was followed through. **CM Minner** agreed. That was his recollection. **Mayor Burry** said he remembered a presentation that came before the commission prior to him coming on board, but it had to have been about three or four years ago. He remembers them talking about a large campus. **The gentleman from the audience** said the problem was on Sundays and there is a safety concern because he saw it happen yesterday. When they purchased the Christian Science building, they turned it into an Athletic Facility. When people get up by the Melon Patch as they come down that road, they just pump the brakes at the stop sign, and then they keep on going. He has twice seen kids almost get splattered by cars. He agreed with Mr. Polk, it is very crazy at 8:30 am and 3:00 pm. They do have a problem there that needs to be addressed. However, he does disagree because they do have problems throughout the day. They have the preschool people and the school and people come barreling through there at all different times of the day. They do what they can to get the kids across, but they do have a safety issue. If we do not close it, then we need to have some major restrictions because we do have a major safety problem there. He did not have a great idea for that, but when they made a contract for the Melon Patch, that changed everything because he never had the Melon Patch until just a few months ago, so now we would make a different plan if they went through with buying the Melon Patch. He was willing to work with Mr. Polk and the city because they do need to do something because it is a major safety concern. **Mayor Burry** said Mr. Polk indicated that from Line Street to Main Street it technically was closed. The gentleman from the audience said he never signed a vacation easement. When they purchased the High Street section which



goes up to the brick wall, they signed a bunch of stuff on that. **CM Minner** said those were two different cases. They would not have had to sign anything just like in this situation. This ordinance does not require the First Baptist Church to sign off on it because they own the property on both sides. The law is that when a right of way is vacated it is split down the middle. They would automatically get that. It is silent in the ordinance, so if we did that in the past, they would not have done that. What we would have done in that ordinance was to create a utility easement or the existing utilities would be protected. He remembers the conversation and the displays, but they will double-check the records to see what we did and go from there. We can modify the ordinance on September 23rd accordingly. It maybe that we only need to vacate Line Street to Center Street. He will also talk with Mr. Ayris because he is going to make a presentation to the commission about their plans, which was going to be for second reading. That is a public hearing and that is what we will advertise. He assumes there will be more people here. We have a little bit of homework, and we will double-check those issues and report back on September 23rd accordingly. **Commissioner Pederson** said he was on the commission when Art Ayris did the presentation. He remembers it well, and he is perfectly fine with Line Street to Main Street. He believes the commission gave him the nod on that. There was some discussion from Line Street to Center Street, but nothing was binding. **Mr. Polk** asked who was doing the presentation? **CM Minner** replied that the church would do a presentation on their plans. **Commissioner Berry** added that she was in support, and she hopes we contact the residents as stated. **CM Minner** said that would be done before the 23rd. **Commissioner Pederson** commented that he looked at the maps, is there a way to create a new road or route through there? He knows it is not nearly as easy as it sounds, but is it? **CM Minner** answered no because it is all private property around there. **Commissioner Berry** stated that the one light at the Pep Boys and the little shop next to it used to be a thorough street back in the day and that was closed off to the property. That is also something to think about. The traffic light is there to take you into Palm plaza and if you go straight it takes you to Pep Boys, but you used to be able to go straight to 13th Street.

Greg Frescoln, Principal of First Academy, said he has been there for thirty-two years. When he came here in 1993, there were one hundred and sixty-five kids. There were about fifty to sixty kids at the preschool. We now have five hundred and twenty students in the school and one hundred and twenty kids at the preschool. Mr. Polk is right, it does get very congested in the mornings and that was why they wanted to present this project. With our acquisition of the adjacent properties to the First Academy School, one being a house they purchased and torn down, and with the recent acquisition of the Melon Patch, we can address a lot of the concerns that Mr. Polk has with trying to create a new traffic pattern with the land they now have that will allow them to do some better things. He was unaware that Line Street to Main Street had been closed. In the mornings it does get very congested, but the speeding is bad throughout the day. People go from Main Street down 13th Street at high speeds, while kids are in the crosswalks. He met with a representative of the Leesburg Police Department, but they were not able to put up a camera to help keep the speeding down. They did traffic studies and because we have stop signs at both ends of the block, they slow down at the stop signs, but they speed up in the middle and then slow down at the next stop sign. Right in the middle of 13th Street where the kids cross, it becomes a very dangerous area, but they are not driving fast enough to warrant a camera. Some schools have one camera, like St Paul's because of speeds coming off US 27, and some other schools have two cameras because both directions had higher rates of speed. He was concerned about the speed of people coming down that road during school hours. However, the speed is not raised high enough to warrant a camera. **Mayor Burry** wanted to know if there was a reason why they did not get cameras. **Mr. Ayris** said the speeds did not reach high enough. **Commissioner Reisman** pointed out that each school zone had to do a traffic study in order to qualify. **Commissioner Pederson** said he did not have a solution, but he was sensitive to the cameras because we voted to support cameras at every public school in the city. **Commissioner Reisman** said there were nine schools. **Commissioner Pederson** said he was looking for creativity to help. **Police Chief (PC) Iozzi** said the state statute has a threshold that they did a test on last year so that particular area did not meet the threshold requirement by the state statute, so that is why the cameras are

not there.

Dustin Levine, Executive Director of Melon Patch Players, said he knows that is a very dangerous area. It might not have been shown in the tests that were done, but he watches people go there, and they zip through there. He saw one that may have been drunk going on opposite sides, so there was a definite concern about safety. The only reason they did not go to Center Street last time was because they were there, but without them being there he would say it was something to really consider. He worried about the kids there, but he wanted to put that out there that it was not just the church saying that.

**Mayor Burry** questioned if 13th Street is north-south, so on the east side of 13th Street at the corner of Center Street does the church own all the way to Center Street? **Mr. Polk** said there was a Jewish Synagogue. **Mayor Burry** wanted to clarify that they did not own all the way to Center Street. **Mr. Ayris** answered no, but they were in the process of talking to the Jewish Synagogue. They own everything up to that. **Mayor Burry** wanted to confirm that on the west side they owned all the way up to Mr. Polk's property. **Mr. Ayris** agreed. **Mayor Burry** stated this would come back on September 23rd, and would like some further detailed information on this. **Commissioner Pederson** said he was comfortable closing Line Street whether we have to re-approved or not. He was comfortable closing Line Street to Main Street and there were some issues from Line Street to Center Street. **Mayor Burry** asked if the city attorney would get back with them on the legal standing before the meeting. **CA Watson** concurred. He would check into all of that so they can address this. **Mayor Burry** asked if there were any further comments. There were none.

3. **An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 5, Section 5-6, Consumption of and open containers prohibited on public property; exceptions; amending Section 5-6.2 Consumption of or possession of alcohol in open containers near store selling alcoholic beverages; amending Chapter 18, Streets, Sidewalks, and other Public Places; providing for severability; providing for conflicts; providing for inclusion in the Code of Ordinances; and providing for an effective period and effective date.**

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Reisman said this was the entertainment district that is downtown and from talking to the city manager we have not had any issues in the past year, so he wanted to see if they could remove the sunset provision in the ordinance. They can always pull it and bring it back sooner if needed.

**Commissioner Pederson** said they could also make it longer than one year. **Commissioner Reisman** stated they could pull it at any time if there was an issue. This way, it does not have to keep coming back on a yearly basis. **Commissioner Pederson** said he would support that. **Commissioner Berry** asked what this was for. **Mayor Burry** replied it was for the downtown entertainment district. **Commissioner Berry** wanted to confirm it was for the downtown only and that it did not apply to other areas.

**Commissioner Reisman** agreed it was strictly for the downtown entertainment district. **Mayor Burry** said he would rather have the sunset clause in there. That way, it is a little bit easier for us if this does not work out for some unforeseen problem. He would rather approve it every year. **Commissioner Pederson** asked if he would be comfortable with two or three years at a time? **Commissioner Reisman** pointed out that in reality it saves staff from having to do this every year and if staff sees an issue, whether it be the chief or the city manager, it can always be put on the agenda for them to discuss, to be terminated or to

adjust. **Mayor Burry** asked the city attorney if he had any comments on this. **CA Watson** answered no. Either way they do, it would be fine, as Commissioner Reisman said, if they removed the sunset, the city could always change the law and pass an ordinance to prohibit the downtown entertainment district from open containers and that kind of thing. However, whatever they want to do, is fine mechanically. It is something that could be pulled and terminated if the city believes that it was not going well.

**Commissioner Berry** wanted to know if there would have to be an incident that would cause something, because did we not already vote on this? **Commissioner Reisman** said it was approved last year with a sunset. **Commissioner Berry** wanted to know if there were any incidents that occurred last year. **CM Minner** answered none of significance. **Mayor Burry** stated the sunset allows that if we do not say yes at an official meeting, then it goes away. We have to look at it once a year the way it is set up right now. Personally, he likes that avenue.

Commissioner Reisman made a motion to amend it and remove the sunset clause and Commissioner Pederson seconded the motion.

Mayor Burry asked for comments on that amendment. **Commissioner Berry** wanted to verify what they were voting on. **Mayor Burry** said they would take the sunset out. We would have an entertainment district, and you can drink in the entertainment district. Removing the sunset means they would have to bring it back in full and vote against it if we did not want to have the entertainment district. **CM Minner** pointed out that this would be a procedural vote. **Mayor Burry** asked if there were any other comments. There were none.

The roll call vote on the amendment was:

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

Four yeas, one nay, the Commission approved the amendment.

Mayor Burry said this would come back on September 23rd for a second reading, and it would be the amended version with no sunset.

James Hobgood of 112 South Fish Street said his confusion was with the zoning maps because he did not see the terminology entertainment district anywhere on it. He was wondering if the central business district which is labeled in pink was what they were referring to. He did not know what the limitations were. **CM Minner** said in the entertainment district there was a map that refers to the CBD only and there is a map in the ordinance that further closes down the area in the CBD where open containers can be had. By memory, it was roughly Main Street, Meadow Street to Magnolia and Canal Street to 9th Street. It goes a little deeper on 2nd Street too. The map will be made part of the ordinance. **Mr. Hobgood** said he was looking at what was available on the general GIS map on the city's website because he did not see it. However, he was in full support of the district.

## C. NON-ROUTINE ITEMS

### 1. None

**7. INFORMATIONAL REPORTS:**

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

**A. None**

**8. CITY ATTORNEY ITEMS:**

CA Watson had no items to address.

**9. CITY MANAGER ITEMS:**

CM Minner had no items to address this evening.

**10. ROLL CALL:**

**Commissioner Pederson** had no comment.

**Commissioner Berry** asked about a listing that was included in her packet last month regarding proof of publications. Was this a listing of properties in district one? Have they been listed? **CM Minner** answered nothing had been listed, and he would look at that after the meeting. **Commissioner Berry** thanked everyone who attended and participated in the hurricane preparedness community meeting last week. It was a great success and a lot of information was provided.

**Commissioner Connell** had nothing to comment on.

**Commissioner Reisman** wanted an update on both CDC's for when they would be coming in to provide their presentations. **CM Minner** answered that the Leesburg CDC is scheduled for the first meeting in October. City staff is still working to get that coordinated with the West Leesburg CDC. **Commissioner Reisman** thanked the city clerk for getting the Haley Strong shirts for everyone. He reminded everyone that the Blue 5K for the Leesburg Police Department is September 21st at the airport. You do not have to walk or run it, you can just come out and support the cause. Tonight showed just how great our staff is, from the top all the way down. The public comments show how hard the staff work. He thanked everyone for their hard work. He also thanked the Deputy City Manager for his monthly reports. They are very informative.

**Mayor Burry** commented that on several occasions we have had people speak during public comments who wanted to know what the plan was for the homeless situation in the downtown and throughout the City of Leesburg. He wanted to encourage folks to come out to the next scheduled meeting because they would be addressing that.

**11. ADJOURN:**

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

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

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 6:44 p.m.

**AGENDA MINUTES  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
THURSDAY, SEPTEMBER 12, 2024 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a special meeting on Thursday, September 12, 2024, at Leesburg City Hall. Mayor Pro Tem Connell called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry  
Commissioner Mike Pederson  
Commissioner Alan Reisman  
Mayor Pro Tem Jay Connell

Mayor Jimmy Burry was absent. Also present, were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

**INVOCATION**

The invocation and pledge of allegiance were previously given at the Carver Heights Montclair Area Community Redevelopment Agency meeting held prior to this meeting.

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

**2. PUBLIC COMMENTS:**

A lady in the audience said she moved to the area about a year ago from Maryland. She had questions about her tax bill because she thought it would be more affordable to live here. **CM Minner** explained the bill and being homesteaded. He advised her to reach out to the Lake County Property Appraisers office for additional questions. He offered to look into it further after the meeting.

**3. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**

**A. Public Hearing on the Proposed millage and Proposed budget for Fiscal Year 2024-25.**

CM Minner explained that he wanted to highlight the strengths of the budget. On the tax note, we are keeping the same millage rate, which is actually a tax increase, and that will be announced shortly as part of the budget hearing process. There are three primary things that we did this year. The first thing we saw

was the incredible growth of The Villages, which really increased our revenues. We saw a jump of about 50% from about \$2 billion dollars in taxable value to about \$3 billion dollars in taxable value. That yielded a little over \$3 million dollars in new tax revenue. Now, we are spending those funds by increasing the police and fire forces, and we have shifted down the reliance on enterprise monies from the electric fund. We also lowered the transfer, which was a significant accomplishment. Those are the marquee accomplishments in the general fund. We will continue our services, and we included the Bikefest budget in the general fund. In special revenues we have \$1.2 million dollars for parking improvements and downtown stuff. Our enterprise funds remain consistent, and they will receive the COLA increase as we have discussed in years past. The last thing was discussed a little bit, but it may have been overlooked. We did have a little concern about where the electric rates were, and we were trying to keep the base rate down as low as possible. The base rate per thousand is \$107.94. That rate does not change, and it does not get a COLA increase. We also increased the power cost adjustment, but again, that was not a one for one increase. If you go to the city's website and pull up the Leesburg Rate Watch, there is a detailed explanation about how the power cost works and how it is affected. Hopefully, this fall, we will see lower bills based on usage, even though the power cost went up. The base bill is something we need to watch, which is a bit of good news because it gives us optimism moving into the fiscal year. The IT department has been working extremely hard with General Electric (GE) and Itron. We are hopeful that by the end of this fiscal year we will be able to exit the GE contract early even though there will be an exit penalty. General Electric is negotiating with us on that, and they believe that the exit penalty is not a penalty due to the time associated with changing their software and working through all the hiccups to smooth out the system to transfer from GE software and management into Itron management and software. There will be more to come on that, but if everything goes through, we will see a significant reduction in our metering costs. Hopefully, somewhere around \$1 million dollars a year, so that would provide some rate relief. That is something we need to look at before we talk about increasing base rates. That will be a discussion that they need to watch for during the fiscal year. Every effort is being made to keep our electric rates as low as possible for our customers. He could not underscore lowering the transfer. Lowering the transfer kept about \$1.5 to \$2 million dollars in the electric fund and that is significant. When we get beat up about our electric rates, please remind the customers about what we are doing on the electric side of the house to keep their rates down. The electric side of the house has more impact on our customers than what we are doing with the millage rate. When it comes to the building fund, we reduced our rates significantly. We are down 50% from what we charged a couple of years ago. We were trying to use that surplus and give it back to the contractors and builders through the lowering of building fees. We are getting to the point where we may need to increase building fees, but that will be based on load. If we stay at the pace we are at now, which is about 30 units a month, we may need to nip and tuck that in the third quarter. However, we will watch that, and report accordingly. Those were the two big issues; as we move into the next fiscal year we may have to make an adjustment on the fly. We are getting the parking study and survey stuff going, and we are getting some of the major projects done, like Susan Street and the Marina. **Mayor Pro Tem Connell** asked if there were any comments or questions. There were none.

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

Budget Director (BD) Brandy McDaniel stated the name of the taxing authority is the City of Leesburg, Florida. The current year's rolled back rate is 3.2327. The proposed millage rate of 3.4752 is 7.50% higher than the current year's rolled back rate. The millage rate to be levied is 3.4752 mills per \$1,000.

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

BD McDaniel said on July 8th the city commission approved the tentative millage rate of 3.4752 mills per \$1,000. This is the same rate as the prior year. Whereas, the proposed budget was developed using 3.4752 mills per \$1,000. Therefore, the tentative millage rate of 3.4752 mills per \$1,000 represents a 7.50% increase from the current year's rolled back rate, which is attributable to additional expenses and is a tax increase under TRIM guidelines.

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

Mayor Pro Tem Connell requested comments from the public on the millage rate. There were none.

**4. Resolution of the City Commission of the City of Leesburg, Florida tentatively adopting 3.4752 mills as the Fiscal Year 2024-25 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 3.4752 which is 7.50% more than the current year rolled back rate; and providing an effective date.**

**ADOPTED RESOLUTION 11,893**

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

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

Mayor Pro Tem Connell requested comments from the Commission and the audience.

Commissioner Reisman commented that instead of piece milling some things that we do with the high school, he wanted to see how the commission felt about adding the LHS Booster Club to the civic funding in the amount of \$5,000? **Commissioner Pederson** said he was fine with that. **Commissioner Berry** commented that she would be in agreement. **Mayor Pro Tem Connell** asked if there were any other comments. There were none.

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Reisman  | Yes |
| Commissioner Pederson | Yes |
| Commissioner Berry    | Yes |
| Mayor Pro Tem Connell | Yes |

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

**5. Request comments from the public regarding adoption of the tentative 2024-25 budget.**

Mayor Pro Tem Connell requested comments from the public. There were none.

**6. Resolution tentatively adopting the Fiscal Year 2024-25 budget.**



#### **ADOPTED RESOLUTION 11,894**

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

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

Mayor Pro Tem Connell requested comments from the Commission and the audience. There were none.

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Pederson | Yes |
| Commissioner Berry    | Yes |
| Commissioner Reisman  | Yes |
| Mayor Pro Tem Connell | Yes |

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

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

BD McDaniel announced the tentatively adopted millage rate to be levied is 3.4752 mills per \$1,000.

#### **8. Establish and publicly announce the date, time and place for the public hearing to finally adopt the millage rate and the Fiscal Year 2024-25 budget.**

BD McDaniel announced the date to finally adopt the millage rate and the fiscal year 2024-25 budget is scheduled for Monday, September 23, 2024, at 5:30 p.m. in the City Commission Chambers at City Hall.

#### **B. 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, 2024; approving the rate of assessment; approving the assessment roll; and providing for an effective date.**

#### **ADOPTED RESOLUTION 11,895**

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

Commissioner Reisman made a motion to adopt the resolution and Commissioner Berry seconded the motion.

Mayor Pro Tem Connell requested comments from the Commission and the audience. There were none.

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Berry    | Yes |
| Commissioner Reisman  | Yes |
| Commissioner Pederson | Yes |
| Mayor Pro Tem Connell | Yes |

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

**4. ROLL CALL:**

**Commissioner Reisman** had nothing to comment on this evening.

**Commissioner Pederson** had no further comment.

**Commissioner Berry** had no comment this evening.

**Mayor Pro Tem Connell** had nothing to comment on.

**5. ADJOURN:**

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

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

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 5:47 p.m.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.B.1.

**Meeting Date:** September 23, 2024

**From:** Hosea Goodwyn, Senior Buyer

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment with NFP Retirement, Inc. (fka Fiduciary First, LLC) for investment advisor services to the City's employee 401(a) Defined Contribution and 457(b) Deferred Compensation plans; and providing an effective date.

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### **Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of the Amendment with NFP Retirement, Inc. (NFP) extending the term of the Agreement through September 30, 2026.

### **Analysis:**

The City of Leesburg is the Trustee for the employee 401 (a) Defined Contribution and 457(b) Deferred Compensation plans (Plans). The City has contracted with NFP Retirement, Inc. (fka Fiduciary First, LLC) to provide investment advisor services for the Plans. This Amendment will extend the term of the existing Agreement and Amendments an additional two (2) years through September 30, 2026.

### **Procurement Analysis:**

### **Options:**

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

### **Fiscal Impact:**

The cost of the services are paid by the Plans. The City of Leesburg does not directly pay the investment advisor for these services.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
AN AMENDMENT WITH NFP RETIREMENT, INC. (FKA FIDUCIARY FIRST,  
LLC) FOR INVESTMENT ADVISOR SERVICES TO THE CITY'S EMPLOYEE  
40L(A) DEFINED CONTRIBUTION AND 457(B) DEFERRED  
COMPENSATION PLANS; 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 NFP Retirement, Inc. whose address is 1060 Maitland Center Common, Suite 360, Maitland, Florida 32751 for investment advisor services in support of the employee 401(a) and 457(b) retirement plans.

**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 23rd day of September 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AMENDMENT FIVE  
FOR  
INVESTMENT MANAGEMENT SERVICES**

**THIS AMENDMENT** is made as of the 23rd day of September 2024, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **NFP RETIREMENT, INC.** whose address 1060 Maitland Center Common, Suite 360, Maitland, Florida 32751 (hereinafter referred to as "NFP Retirement").

**THAT**, on May 26, 2015, the CITY and Fiduciary First, LLC entered into an Agreement for Fiduciary First, LLC to provide financial advisory services to the CITY (hereinafter referred to as the "Agreement").; and

**WHEREAS**, on about October 1, 2018, Fiduciary First, LLC was acquired by NFP Retirement, Inc. (NFP Corporation), and the Agreement between the CITY and Fiduciary First, LLC was assigned to NFP Retirement, Inc.; and

**WHEREAS**, on September 26, 2022, the CITY and NFP Retirement executed Amendment Four to extend the terms of the Agreement through September 30, 2024.; and

**WHEREAS**, the CITY and NFP Retirement desire to enter into an Agreement extending the terms of the original Agreement for an additional two (2) years through September 30, 2026, as approved by Resolution of the Leesburg City Commission on the date stated in the preamble to this Amendment.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual premises made herein and of the mutual benefits to be derived therefrom, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to extend the terms of the Agreement through September 30, 2026.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and NFP Retirement other than as defined above.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by

electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Amendment, which shall become effective as of the date stated in the preamble of this Amendment.

**NFP RETIREMENT, INC.**

By:  \_\_\_\_\_  
377ACFF91CC84DC

Its: Plan Advisor  
(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
James A. Burry Jr., Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form:

\_\_\_\_\_  
William Watson, City Attorney

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** September 23, 2024

**From:** Hosea Goodwyn, Senior Buyer

**Subject:** Purchase request for Advanced Roofing, Inc. to repair the Granular Roofing System to the Leesburg Recreation Center in the amount of \$75,416.35.

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### **Staff Recommendation:**

Staff recommends approval of the purchase request to Advanced Roofing, Inc. for roof repair services to the Leesburg Recreation Center for the amount of \$75,416.35.

### **Analysis:**

The purpose of this purchase is to repair the granular roofing system to the Leesburg Recreation Center. This project includes cleaning the roofing system to ensure proper adhesion of materials, sealing all loose laps by re-applying adhesive, repairing four (4) drainage scuppers, and applying roof coating in accordance with specifications.

### **Procurement Analysis:**

The City is utilizing an existing Agreement (Piggyback) with Advanced Roofing, Inc. to provide roof repair services to the Leesburg Recreation Center. The School Board of Seminole County, Florida awarded the existing Agreement to Advanced Roofing, Inc. as the result of a competitive bid, ITB #20210067B-CB – Roof Repair and Maintenance Services. Staff obtained a proposal from Advanced Roofing, Inc. in accordance with the Agreement associated with solicitation 20210067B-CB.

### **Options:**

1. Approve the purchase request to Advanced Roofing, Inc. as presented; or
2. Such alternative action as the Commission may deem appropriate.

### **Fiscal Impact:**

Funds are available in the current Public Works budget.

Account No. 001-5193-519-4620

Requisition: 56764

Budget: \$75,416.35

Available: \$75,416.35





ESTABLISHED 1983

**Florida's Premiere Commercial Roofing Contractor**  
Committed to Quality

**To:**  
Jim Grindrod  
Jim Grindrod

**Job Name:**  
City of Leesburg - Recreation Department - 402282

**Address:**  
City of Leesburg - Recreation Department/1851 Griffin Road, Leesburg, FL  
34748

**Date:**  
September 05, 2024

**Reference:**  
Roof Restoration Coating

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

## SCOPE OF WORK

1. Set up proper safety system in area work is to be performed.
2. Perform adhesion test for proper coating bond and set up site visit with coating system manufacturers representative for pre-job inspection.
3. Clean and remove staining from three areas shown on aerial in preparation for silicone coating restoration system total of approximately 125 squares.
4. Repair/lower (4) scuppers where water doesn't properly drain.
5. Seal loose laps/seams, penetrations, parapets, per manufacturers recommendations with trowel (butter) grade silicone mastic/reinforcement.
6. Apply Henry 294 primer/bleed blocker at a rate of 1.25 gallons per square (11 mils DFT) to entire roof area to be coated.
7. Apply Henry Pro-Grade 988 silicone at a rate of 2.25 gallons per square (33 mils DFT).
8. Contact Manufacturers representative for job completion inspection and submit warranty paperwork.
9. Provide City of Leesburg with 10 year manufacturers warranty and 2 year installers warranty.
10. Clean up all ARI related trash and dispose of properly.

**Quotation for the Sum of** **\$75,416.35**

## CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.

## MATERIAL WARRANTY

10 year guarantee on materials only by Henry

### **CONTRACTOR'S WARRANTY**

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

### QUOTATION

\$0.00

**GRAND TOTAL**

### QUOTATION

FOR THE SUM OF SEVENTY-FIVE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND THIRTY-FIVE CENTS

\$75,416.35

**UNIT PRICES**

Replace Wet or Deteriorated Insulation

\$7.50 per SF

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.1.

**Meeting Date:** September 23, 2024

**From:** Sandra Wilson, (Housing Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida approving an Amendment to the Lease Agreement with Kids Central, Inc., to modify the Scope of Services to be provided by Kids Central, Inc., at the Leesburg Resource Center; authorizing the Mayor and City Clerk to execute the Amendment; and providing an effective date.

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### **Staff Recommendation:**

Staff recommends accepting and approving the Resolution.

### **Analysis:**

On November 13, 2023, the City Commission approved a lease agreement with Kids Central, Inc. (“Kids Central”), whereby Kids Central agreed to furnish certain specified services at the Leesburg Resource Center for the benefit of the community. Kids Central is now providing services associated with the Healthy Start Program and wishes to replace its existing scope of services with a revised scope of services focused on the Healthy Start Program. The lease amendment would simply replace the existing scope of services with a new scope of services centered around the Healthy Start Program. Specific details on the services are included in the proposed amendment but generally involve support and assistance to pregnant women and families of children under the age of 3.

### **Procurement Analysis:**

N/A

### **Options:**

1. Adopt the Resolution approving the lease amendment as presented; or
2. 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 APPROVING AN AMENDMENT TO THE LEASE AGREEMENT  
WITH KIDS CENTRAL, INC., TO MODIFY THE SCOPE OF SERVICES TO  
BE PROVIDED BY KIDS CENTRAL, INC., AT THE LEESBURG RESOURCE  
CENTER; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Leesburg and Kids Central Inc., are parties to a written lease agreement whereby Kids Central, Inc., has agreed to provide certain services benefiting the health and welfare of the community from the Leesburg Resource Center; and

**WHEREAS**, Kids Central, Inc., has recently made adjustments to the services it provides and has proposed a modification to its scope of services under the lease agreement, and the City is agreeable to the modifications.

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

**Section 1. Recitals.** The foregoing recitals are hereby adopted and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2. Approval of Amendment.** The City Commission of the City of Leesburg hereby approves the amendment to the scope of services to be furnished by Kids Central, Inc., under the written lease agreement between the parties dated November 13, 2023. The Mayor and City Clerk are hereby authorized to execute the amendment.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon its approval by the City Commission.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of September 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **ADDENDUM A (Updated as of July 16, 2024)**

### **SCOPE OF SERVICES**

#### **THE CITY OF LEESBURG AGREEMENT WITH KIDS CENTRAL, INCORPORATED FOR SERVICES PROVIDED AT THE HEALTHY START LOCATION INCLUDES THE FOLLOWING SCOPE OF SERVICES:**

The City of Leesburg and the Carver Heights Community Redevelopment Agency (CHMCRA) construction of a 2,013 square foot facility is uniquely designed to address the needs of the community. The Residents were actively involved in identifying programs and services to help improve the lives of Center participants.

The Healthy Start program promotes optimal prenatal health and developmental outcomes for all pregnant women and babies in Florida. It is a free program that provides screenings for pregnant women and infants to identify those at risk of low birth weight, poor prenatal health and child abuse and neglect.

#### **Kids Central Inc. Scope of Services**

Kids Central Inc. is the contracted provider of Healthy Start services in Lake County. Healthy Start is a home visiting program that provides one-on-one support throughout a woman's pregnancy and is there for the mother and family after the baby is born as well as during early childhood. This free program is designed to meet the needs of each participant to ensure that every baby has a healthy start. Eligible participants must live in Lake County and can be pregnant women, infants, and families with children up to three years old who are at-risk for poor birth outcomes and need help with healthy child development. Eligible participants can expect to receive the following services from the Lake County Healthy Start Program:

##### **HOME VISITING:**

- Get one-on-one support in their home or another convenient location
- Count on a friendly advisor throughout their pregnancy and after the baby is born
- Access services that are designed to meet each mother's unique needs

##### **PRENATAL EDUCATION AND SUPPORT:**

- Understand changes to their body and emotions during pregnancy
- Learn what to expect during labor and delivery
- Get information on food, medicine and exercise that can help or harm the mother and baby
- Learn the warning signs for early delivery

## **BREASTFEEDING EDUCATION AND SUPPORT:**

- Learn techniques for successful and enjoyable breastfeeding
- Get answers to their questions and concerns about breastfeeding
- Understand how breastfeeding benefits the mother and the baby

## **NEWBORN CARE**

- How to take care of their new baby
- How to keep the baby safe with the latest safety guidelines on sleep, car seats and more
- Learn about infant nutrition
- Understand the growth of their newborn

## **PARENTING EDUCATION AND SUPPORT**

- How to prepare for the baby to transition home with the mother
- Track and support their baby's development
- Learn new ways to play and connect with their baby
- How to become their baby's first teacher

## **HEALTH AND WELL-BEING**

- Plan for future pregnancies
- Make healthy lifestyle choices for the mother and their family
- Gain access to resources for their family
- Get support for feeling anxious, stressed or having the "Baby Blues"

The Florida Healthy Start program provides education, support and proven interventions to expecting and new families who are at-risk of a poor birth outcome or delay in development. The program focuses on common issues or conditions that occur during pregnancy or in infancy. Screening, offered by prenatal care providers and hospitals, helps to identify families that could benefit from the program. Healthy Start is voluntary and available statewide to all eligible families regardless of their insurance coverage or citizenship. Families can participate in Healthy Start beginning in pregnancy and until their baby reaches one year of age. Services can be extended if needed up to the age of three.

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT is hereby entered into between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation ("Lessor") and **KIDS CENTRAL, INC.**, a Florida not for profit corporation ("Lessee").

**WHEREAS**, Landlord and Lessee are parties to a written lease agreement dated October 25, 2023, regarding certain premises in Leesburg, Lake County, Florida (the "Lease");

**WHEREAS**, pursuant to the Lease, Lessee has agreed to provide certain services in lieu of rent, which services are described more particularly in Addendum "A" to the Lease (the "Scope of Services"); and

**WHEREAS**, the parties hereto wish to amend the Scope of Services according to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals above are true and correct and are hereby incorporated herein for all purposes.
2. The Scope of Services is hereby deleted and replaced with the scope of services attached hereto as Addendum "A".
3. Except as set forth herein, all terms, conditions, and provisions of the Lease shall remain in full force and effect. This Amendment shall be effective upon execution by both parties.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to Lease Agreement to be executed on the date indicated below.

**LESSOR:**

**THE CITY OF LEESBURG, FLORIDA**

BY: \_\_\_\_\_  
James A. Burry, Jr., Mayor

Attest: \_\_\_\_\_  
Andi Purvis, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and content:

\_\_\_\_\_  
William Grant Watson, City Attorney

**WITNESSES: (two required)**



Witness



Witness Name (Print)



Witness



Witness Name (Print)

Date:



**LESSEE:**

KIDS CENTRAL INC.

**John Cooper**

Digitally signed by John Cooper  
Date: 2024.08.26 10:21:25 -04'00'

BY:

John Cooper, CEO

Date:



## LEASE AGREEMENT

**THIS LEASE** entered into on the 13<sup>th</sup> day of November, 2023.  
between **THE CITY OF LEESBURG, FLORIDA**, hereafter referred to as  
"LESSOR", and Kids Central, Incorporated, hereafter referred to as "LESSEE,"

### WITNESSETH:

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the premises described as the "Leesburg Resource Center having a street address of 1041 County Road 468, Suite TBD, Leesburg, Florida, together with all driveways and parking areas appurtenant thereto, under the terms and conditions set forth below:

**1. TERM.** The term of this Lease shall be for a period of 3 years, commencing as of October 9, 2023 and ending at midnight on the last day of October 8, 2026. Lessee may have access to the premises prior to the commencement of the term in order to conduct tenant preparations for move in. During that time, all terms, conditions and covenants of this Lease shall apply to Lessee's use and occupancy of the premises and all activities carried out by Lessee there, with the sole exception that no rent shall be due. **Either party may terminate this Lease without penalty by providing the non-canceling party with 30 days written notice.**

**2. RENT.** In lieu of monthly rent payments, Lessee shall provide the following services as described in Addendum A.

**3. USE.** The premises shall be used only for office, small manufacturing and industrial uses, to the extent permitted by applicable zoning codes, and no other use shall be made of the premises without the prior, written consent of Lessor. The Lessee

shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property.

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

**4. DEPOSIT.** No deposit is required.

Upon any default by Lessee under this lease, Lessor may at its sole option recover any damages resulting from such default directly from Lessee.

**5. UTILITIES.** Utilities serving the premises, such as telephone and other telecommunications or data transmission services, shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

**6. TAXES.** Not Applicable

**7. INSURANCE.** Lessor will insure the building against damage by fire and other casualty, but this insurance will cover the structure only and all proceeds thereof shall be the sole property of Lessor. Lessee is responsible for insuring its own personal property on the premises. In addition, Lessee shall at its expense procure, and maintain in force throughout the term, the following policies of insurance:

- A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage for damages incurred or claimed for death or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured. The amount of insurance which Lessee is required to carry under this sub-paragraph shall not be construed as a limitation on the damages owed by Lessee to Lessor in the event of a covered incident, and if judgment is entered against Lessor as a result of a covered incident which exceeds the amount of insurance Lessee is required to carry, Lessee shall be responsible for the difference and pay it immediately to Lessor.
- B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.
- C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

The original of each such policy of insurance, or a complete duplicate, shall be delivered to Lessor by Lessee prior to occupancy of the premises by Lessee, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to Lessor by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida, with at least an "A" rating by A.M. Best.

#### **8. MAINTENANCE.**

Lessor shall maintain the roof and shall repair any major structural defects not caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. Lessee shall repair any major structural defects or damages caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. Lessor shall conduct all maintenance on the exterior of the building structure, the plumbing, the interior of the building, the electrical system, the grounds on the exterior of the building, and the driveways and parking lot, but shall not repair any damages caused by the negligent or deliberate acts of Lessee, its agents, servants or employees, or any independent contractors retained by Lessee. The premises shall be returned to Lessor at the end of this Lease in as a good a condition, or better, as existed when Lessee took possession, ordinary wear and tear excepted. Nothing in this paragraph shall apply to damage by fire or other casualty.

**9. FIRE EQUIPMENT.** Lessor shall provide and maintain, at Lessor's sole expense, approved fire protection devices adequate for each room of leased premises

in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections of the fire safety equipment shall be provided upon request.

**10. ENTRY AND INSPECTION.** At any reasonable time, during normal business hours and with not less than 1-hour prior notice, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises during the 60 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee. Reasonable notice for the purpose of showing the leased premises to prospective tenants shall be not less than 48 hours prior notice.

**11. ADDITIONAL RENT.** Not Applicable

**12. ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Subject to the prior approval of Lessor as to design and content, which may not be withheld unreasonably, Lessee may erect adequate

signage on the premises without payment of additional rent, "adequate" being defined by reference to other facilities of similar size and usage in the general area. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and statutory performance and payment bonds shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements which are affixed or attached to the premises in such a manner that they cannot be removed without damage to the premises, shall become the property of Lessor and shall not be removed by Lessee, other than trade fixtures which may be removed provided that Lessee repairs all damage to the premises caused by such removal and restores the area damaged to a condition comparable to the remainder of the premises.

13. **LIENS.** The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person

specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

**14. REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

- A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;
- B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

**15. REPRESENTATIONS OF LESSEE.** In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

- A. Lessee has inspected the premises and found them to be fit for its intended purposes.
- B. Lessee has assured itself that the zoning of the premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises. Although Lessor is also the governmental body with land use authority over the leased premises, nothing in this Lease shall be construed as binding on Lessor in that capacity and Lessor is not hereby contracting away its lawful authority to regulate land use or any other aspect of the Lessee's operations under Lessor's applicable codes and ordinances as now in effect or as hereafter amended.
- C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.
- D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR ANY WARRANTIES SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE WAIVED BY LESSEE, AND DISCLAIMED BY LESSOR, AND LESSEE AGREES TO ACCEPT THE PREMISES IN "AS-IS" CONDITION.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

**16. INDEMNITY.** The Lessor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless the Lessee and their officers, agents and employees, from suits, actions, damages and costs of every name and description, including all attorney's fees alleged to be caused by any alleged act or omission of the Lessor, its employees, partners or subcontractors. The Lessee shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify, defend and hold harmless the Lessor and their officers agents and employees from suits, actions, damages and costs of every name and description, including all attorney's fees alleged to be caused by any alleged act or omission of the Lessee, its employees, partners or subcontractors.

**17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the



premises are damaged by fire or other casualty, the cost to repair which exceeds 35% of the appraised value of the property, as shown on the most recent ad valorem tax rolls, Lessor shall have the option to repair the premises or to terminate this Lease. If the damage does not exceed the above threshold, Lessor shall repair the damage, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises. If Lessor repairs the premises, the insurance proceeds on Lessor's policy shall be used to pay the cost of the repairs; otherwise, those proceeds shall be paid to Lessor. If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

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

19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any

subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent/services by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20.     **DEFAULT.**     In the event of a default by Lessee, which default continues longer than thirty (30) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from Lessee. However, if the default is of a nature that it is not reasonable to expect Lessee to cure the default within thirty days, and if after receipt of written notification from Lessor of the default, Lessee promptly commences proceedings to cure the alleged default, and diligently continues those efforts without undue delay, then Lessor shall not be entitled to enter the Premises and expel Lessee therefrom, nor exercise any other remedy which Lessor may otherwise have on account of such default.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof. In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

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

**22. ARREARAGES.** Not applicable

**23. ASSIGNMENT & SUBLEASING.** This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment

will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence. If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

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

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

- A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;
- B. The termination date of this lease;

- C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

**26. RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

**27. COSTS AND FEES.** In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys fees, in addition to any other relief granted.

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

**29. SOVEREIGN IMMUNITY.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement, shall be construed or interpreted as a waiver by the Lessor of any right, privilege or immunity, whether in contract or tort, that the Lessor may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Nothing in this Agreement shall

require the Lessor to indemnify the Lessee for the Lessee's negligence. Any provision in this Agreement whereby the Lessor agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes.

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

A. To Lessor at the address specified for payment of rent.

B. To Lessee by mailing or delivery to Lessee at the leased premises, with a copy to Tenants address (1041 County Road 468 Suite TBD, Leesburg, Florida 34748 and 901 Industrial Drive, Suite 200, Wildwood Florida 34785).

30. **CONSTRUCTION.** Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

31. **NATURE OF AGREEMENT.** This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended orally, by waiver or course of conduct, or in any manner whatsoever, other than by written instrument signed by all parties hereto, including Guarantors.

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

33. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to

terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

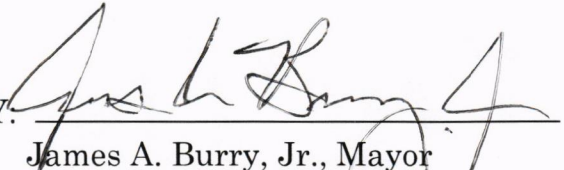
34. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. **ADA COMPLIANCE.** Except as provided below, if during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in the operation of its business at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by ADA which are the responsibility of Lessee.



IN WITNESS WHEREOF, the parties have executed this Lease on the day and year shown below.

THE CITY OF LEESBURG, FLORIDA

BY:   
James A. Burry, Jr., Mayor

Attest:   
Andi Purvis, City Clerk

Date: November 13, 2023

Approved as to form and content:

  
William Grant Watson, City Attorney

WITNESSES: (two required)

\_\_\_\_\_

\_\_\_\_\_

LESSEE:

John Cooper

BY: \_\_\_\_\_

John Cooper, CEO

Digitally signed by John  
Cooper  
Date: 2023.10.25 11:39:40  
-04'00'

Date: \_\_\_\_\_

## **ADDENDUM A**

### **SCOPE OF SERVICES**

#### **THE CITY OF LEESBURG AGREEMENT WITH KIDS CENTRAL, INCORPORATED FOR SERVICES PROVIDED AT THE LEESBURG RESOURCE CENTER INCLUDES THE FOLLOWING SCOPE OF SERVICES:**

The City of Leesburg and the Carver Heights Community Redevelopment Agency (CHMCRA) construction of a 9,800 square foot facility is uniquely designed to address the needs of the community. The Residents were actively involved in identifying programs and services to help improve the lives of Center participants. The Resource Center is defined as a facility that offers a variety of services and resources to help individuals and families to become more self-sufficient, that leads to a complete and satisfying life.

The Resource Center is based on a model of service that develop plans to focus on the individual strengths and needs of family members. Plans center on the family, and are built upon the child's and families' unique strengths. Through many services offered, families develop an effective support network, increase their sense of competence, acquire new skills for managing the special needs of their children, and have access to the supportive resources they need to build brighter futures for themselves.

The Resource Center helps families rediscover hope. The goal of this partnership between Kids Central and the City of Leesburg is to promote self-sufficiency, job creation, crime reduction and keep families safely together by strengthening protective factors and connecting them with community resources that will support their continued success.

#### **Kids Central Scope of Services**

Kids Central, Inc. will provide the Resource Center with programs designed to educate and empower the residents of the community with a road map for successful living. The staff of Kids Central, Inc., consists of a Program Coordinator and support staff that either volunteers and/or funded through a grant.

The following programs and services will be provided and tracked for quality assurance:

1. ***Caregivers Services*** this program will link caregivers with much-needed services and support. The program will include the Kinship Care Program, which assists relatives who are caring for relative children, but who are not their own biological children. The Kinship Program provides services such as resource direction, Family Teen coaching, legal assistance to include appropriate referrals, case management, educational advocacy, holiday assistance and peer mentoring.

***2. Prevention Services***

The program will provide targeted, short-term assistance to give families the support they need to remain healthy, happy and whole. Kid Central believes investing in families up front, before a call to the abuse hotline, reduces the likelihood the children will be abused or neglected and need help later.

***3. The Neighborhood Projects***

A network of neighborhood-based prevention projects, involving residents, families, and resources from the community to assist families to reach their full potential. The goal is to strengthen families and build strong neighborhoods. The project will work to increase access to services by engaging community partners in the coordination of services; and to bring services closer to the people who need them. Enhance resources by reducing duplication and encouraging community partners to work together to address local needs.

***4. Life Skills Training***

This course will include a wide range of topics covering everything from Food and Nutrition, Self-Esteem Building, Housekeeping, The Art of being a successful parent, Dealing with difficult people/situations, Relationship issues, and more. This will be considered the Parenting and Healthy Relationship Program.

***5. Money Management***

This session will cover how to open a bank account, safely manage banking and bill paying “on-line,” rebuilding credit, how to apply for a credit card, and the art of budgeting and more.

***6. GED Preparation***

A vital piece to this project is assisting the participants that are without a GED or did not graduate from high school to have an opportunity to achieve this certificate. This program will be administered thru a partnership with Lake Technical College or others.

**7. *Job Placement***

Participants will be provided assistance with applying for employment and resume writing. Kids Central, Inc., has on-going agreements with agencies such as Career Source and Goodwill Industries.

**8. *Pre-Application Screening***

Kid Central, Inc, will participate in the pre-screening of applicants to determine the appropriate resources needed.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.2.

**Meeting Date:** September 23, 2024

**From:** Al Minner, (City Manager)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City to enter into an Encroachment Agreement with Linda D. Lindsey, for the purpose of authorizing the limited continuation of the encroachments subject to terms and conditions described within; and providing an effective date.

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### Staff Recommendation:

Staff recommends accepting and approving the Resolution entering into the Encroachment Agreement with Linda D. Lindsey subject to the terms and conditions described therein.

### Analysis:

Linda D. Lindsey is the owner of 201 N. 1st Street, Leesburg, where a building wall, A/C pad, concrete wall, and covered concrete constructed on the Property to serve the Lindsey Property encroaches on to the city right-of-way by 131+/- square feet. The purpose of the Agreement is to authorize limited continuation of the encroachments onto city right-of-way subject to the terms and conditions provided for in the Agreement.

### Procurement Analysis:

N/A

### Options:

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

### Fiscal Impact:

None

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH LINDA D. LINDSEY, FOR THE PURPOSE OF AUTHORIZING THE LIMITED CONTINUATION OF THE ENCROACHMENTS SUBJECT TO TERMS AND CONDITIONS DESCRIBED WITHIN; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the City of Leesburg agrees to enter into an Encroachment Agreement with Linda D. Lindsey for the purpose of consenting to the limited continuation of encroachments, subject to the terms and conditions described within, for the real property described in the document.

**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 23rd day of September 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

### ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") entered on this 28<sup>th</sup> day of August 2024, is hereby granted by **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630 ("CITY") and **LINDA D. LINDSEY**, whose address is 201 N. 1<sup>st</sup> Street, Leesburg, Florida 34737 ("LINDSEY").

- A. Lindsey is the owner of property located within the city limits of Leesburg, known as 201 N. 1<sup>st</sup> Street, Leesburg, Florida, Alternate Key # 1344115 (the "Lindsey Property"), further described in the survey prepared by Ireland & Associates Surveying, Inc., dated July 15, 2024, attached hereto as Exhibit "A" (the "Survey").
- B. The City is the owner of certain city roads and associated right-of-way (ROW), including Market Street (platted as Orange Street) and North 2<sup>nd</sup> Street ("City Property").
- C. The Survey reflects a building wall, A/C pad, concrete wall, and covered concrete constructed on the Lindsey Property to serve the Lindsey Property, which encroaches on to City Property by 131+/- square feet, further depicted in the sketch of descriptions prepared by Ireland & Associates Surveying, Inc., dated July 15, 2024, attached hereto as Exhibit "B" (the "Encroachments").
- D. The City has consented to the limited continuation of the Encroachments subject to the terms and conditions recited below.

THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

- 1. The above recitals and the attached exhibit are specifically incorporated herein and are made part of this Agreement by reference.
- 2. The City hereby grants permission to Lindsey to leave the Encroachments, to the extent of the Encroachments shown on the Survey, subject to the terms and conditions of this Agreement. The City shall have no obligation whatsoever to maintain, repair, or replace the Encroachments or to contribute towards the costs thereof.
- 3. This grant shall terminate if the Encroachments are substantially destroyed or demolished, whether intentionally by Lindsey or as a result of casualty damage, including damage caused by an act of God or other natural event. For the purposes of this paragraph, the term "substantially destroyed or demolished" shall mean that the cost to restore, repair or rebuild the structure(s) to its/their condition prior to its/their destruction or demolition, compliant with the building codes in effect at the time of destruction or demolition, equals or exceeds 50 percent of the market value of the structure before the restoration, repair or rebuilding is started. The City reserves the right to require the removal of the Encroachments at any time, upon providing reasonable notice to the record owner of the Lindsey Property, at such owner's expense, if the City determines that removal is necessary for the public health, safety, or welfare, or for the use of the City Property.



4. Lindsey shall release, defend, indemnify, and hold the City and its successors in interest harmless from and against any and all claims, demands, damages, liabilities, costs, expenses, actions and causes of action of whatsoever nature, arising out of or resulting from the presence, maintenance, use, repair, or removal of Encroachments permitted under this Agreement, regardless of how the same may occur; except for such claims, demands, damages, liabilities, costs, expenses, actions or causes of action which are caused solely by the negligence of the City.

5. The owner of the Lindsey Property shall maintain Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Leesburg, Risk Management, P.O. Box 490630, Leesburg, Florida, 34749-0630. Said owner of the Lindsey Property shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received from its insurer. Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of the owner of the Lindsey Property. City of Leesburg shall be endorsed to the required policy or policies as an additional insured or additional named Insured.

6. Lindsey does hereby covenant that Lindsey shall:

- (a) Advise any potential buyer(s), lessees, and immediate successor(s) in interest of this Agreement and furnish a copy to such person(s).
- (b) Do nothing to expand the Encroachments.

7. This Agreement shall be binding upon Lindsey and the successors in interest, lessees, assigns and grantees of Lindsey.

8. The ownership of the Lindsey Property shall bear with it the responsibility of removing the material encroaching upon the City Property in the event this right of encroachment terminates in accordance with paragraph 2 above.

9. This Agreement is being executed and delivered and is intended to be performed in the State of Florida and the laws of such state shall govern the validity, construction, enforcement, and interpretation of this Agreement. The venue of any action arising out of this Agreement shall lie in Lake County, Florida.

10. If any action at law or in equity shall be brought to recover any damages under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, the prevailing party shall be entitled to recover as part of its costs reasonable attorneys' fees and travel expenses, the amount of which shall be fixed by the court and shall be made part of any judgement or decree rendered.

11. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties. All other prior agreements between the parties



concerning the subject matter contained herein are hereby null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**CITY OF LEESBURG**

BY: \_\_\_\_\_  
James A. Burry, Jr., Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

**WITNESSES:**

M. Barrett Jr  
Signature  
M. Barrett Jr  
Printed Name  
201 N. 1<sup>st</sup> Street, Leesburg, Florida 34737  
Postal Address

J B Br  
Signature  
Joseph B. Bricklemeyer  
Printed Name  
17032 Johns Lake Dr. Winter Garden, FL 34787  
Postal Address

**LINDA D. LINDSEY**

Linda D Lindsey  
Linda D. Lindsey

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of August 2024, by LINDA D. LINDSEY, who is ☒ personally known to me or ☐ who produced the following identification:

(seal)



J B Br  
Notary Public Signature

# EXHIBIT "A"

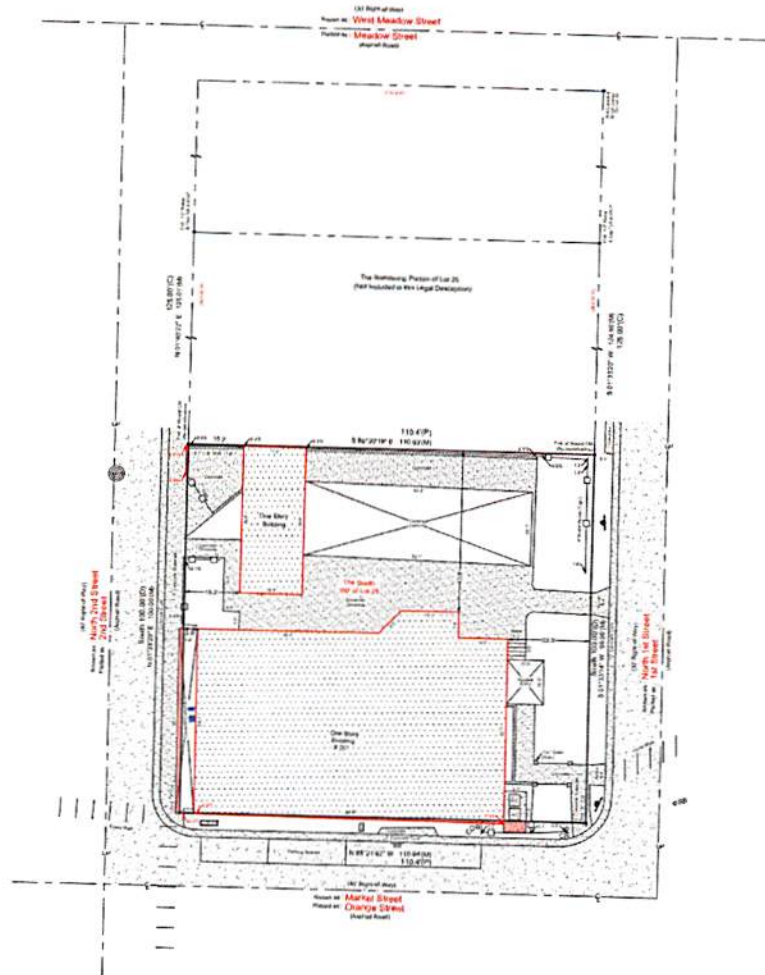
## Boundary Survey

### Legal Description:

THE SOUTH 100 FEET OF LOT 25, NORTH OF MAIN STREET, CITY OF LEESBURG, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Recorded in the City of Leesburg, Florida, the Public Records of Lake County, Florida.

CERTIFIED TO: CITY OF LEESBURG, FRANK'S PLACE THE PAVILION, LLC, JOSEPH B. BROCKMEYER LAW, P.A.



Note: Assumed Bearings.



| RECORDING INFORMATION                                  |      |
|--------------------------------------------------------|------|
| Book                                                   | Page |
| 2                                                      | 19   |
| RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA |      |
| DATE OF RECORDING: 01/11/2011                          |      |
| RECORDED BY: J. B. BROCKMEYER                          |      |
| CITY OF LEESBURG, FLORIDA                              |      |
| FRANK'S PLACE THE PAVILION, LLC                        |      |
| JOSEPH B. BROCKMEYER LAW, P.A.                         |      |
| 1000 W. 1st Street, Suite 100, Leesburg, FL 34748      |      |
| Phone: 352.247.2100 Fax: 352.247.2101                  |      |

## Legend

- ELECTRIC VAULT
- Channel
- Transformer
- SIGN
- CABLE RIDER
- SIGNAL BAR
- Back Flow Preventer
- Water Meter
- Storm Manhole
- Encroachment

## EXHIBIT "B"

Sheet 1 of 2

## Description of Sketch

Building Encroachment

## Legal Description:

A PORTION OF THE RIGHT OF WAY LYING WEST AND SOUTH OF LOT 25, NORTH OF MAIN STREET, CITY OF LEESBURG, ACCORDING TO THE PLAT THERE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 100 FEET OF LOT 25, NORTH OF MAIN STREET, CITY OF LEESBURG, ACCORDING TO THE PLAT THERE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID LOT 25, SOUTH 01°33'29" WEST 50.13 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 01°33'29" WEST 49.87 FEET TO THE SOUTHWEST CORNER OF LOT 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, NORTH 88°21'42" WEST 94.66 FEET; THENCE SOUTH 01°30'58" WEST 3.06 FEET, THENCE NORTH 88°29'00" WEST 6.00 FEET; THENCE NORTH 01°31'00" WEST 2.18 FEET; THENCE NORTH 87°55'34" WEST 89.82 FEET; THENCE NORTH 01°31'10" EAST 50.08 FEET; THENCE SOUTH 88°28'50" EAST 1.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 126.82 SQ. FT.

SAID LAND SITUATED, LYING AND BEING IN LAKE COUNTY, FL.

This is **NOT** a Survey.  
This is **ONLY** a Description.  
This Sketch and Description consist of two sheets  
and is not full and or complete without both sheets.

Sketch Date: 07-15-24  
Drawn By: JW  
Approved By: PKI  
Field: N/A

Sketch and Description Certified To:  
CITY OF LEESBURG; FRANK'S PLACE-THE PAVILION,  
LLC; JOSEPH B. BRICKLEMYER LAW, P.A.

*Ireland & Associates  
Surveying, Inc.*

800 Currency Circle Suite 1020  
Lake Mary, Florida 32746  
www.irelandsurveying.com  
Office-407.678.3366 Fax-407.320.8165

**Notes:**  
>Sketch is Based upon the Legal Description Supplied by Client.  
>Abutting Properties Deeds have **NOT** been Researched for Gaps, Overlaps and/or Hissus.  
>Subject to any Easements and/or Restrictions of Record.  
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".  
>Building Ties are **NOT** to be used to reconstruct Property Lines.  
>Fence Ownership is **NOT** determined.  
>Roof Overhangs, Underground Utilities and/or Footers have **NOT** been located **UNLESS** otherwise noted.  
>Septic Tanks and/or Drainfield locations are approximate and **MUST** be verified by appropriate Utility Location Companies.  
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

| Legend   |                                       |
|----------|---------------------------------------|
| C        | - Calculated                          |
| CB       | - Centerline                          |
| CM       | - Concrete Block                      |
| Conc     | - Concrete                            |
| D        | - Description                         |
| DE       | - Drainage Easement                   |
| E        | - Easement                            |
| F.E.M.A. | - Federal Emergency Management Agency |
| F.F.E.   | - Finished Floor Elevation            |
| Fnd      | - Found                               |
| IP       | - Iron Pipe                           |
| L        | - Length (Arc)                        |
| M        | - Measured                            |
| NAD      | - Nail & Disk                         |
| N.R.     | - Non-Radial                          |
| ORB      | - Official Records Book               |
| P.B.     | - Plat Book                           |
| W        | - Wood Fence                          |
| PC       | - Point of Curvature                  |
| Pi       | - Point of Intersection               |
| P.O.B.   | - Point of Beginning                  |
| P.O.L.   | - Point on Line                       |
| pp       | - Power Pole                          |
| PRM      | - Permanent Reference Monument        |
| PT       | - Point of Tangency                   |
| R        | - Radius                              |
| Rad      | - Radial                              |
| R&C      | - Rebar & Cap                         |
| Rec      | - Recovered                           |
| Rd       | - Road                                |
| Spt      | - Set 1/2" Rebar & Cap "LB 7623"      |
| Typ      | - Typical                             |
| UE       | - Utility Easement                    |
| WM       | - Water Meter                         |
| Δ        | - Delta (Central Angle)               |
| X        | - Chain Link Fence                    |

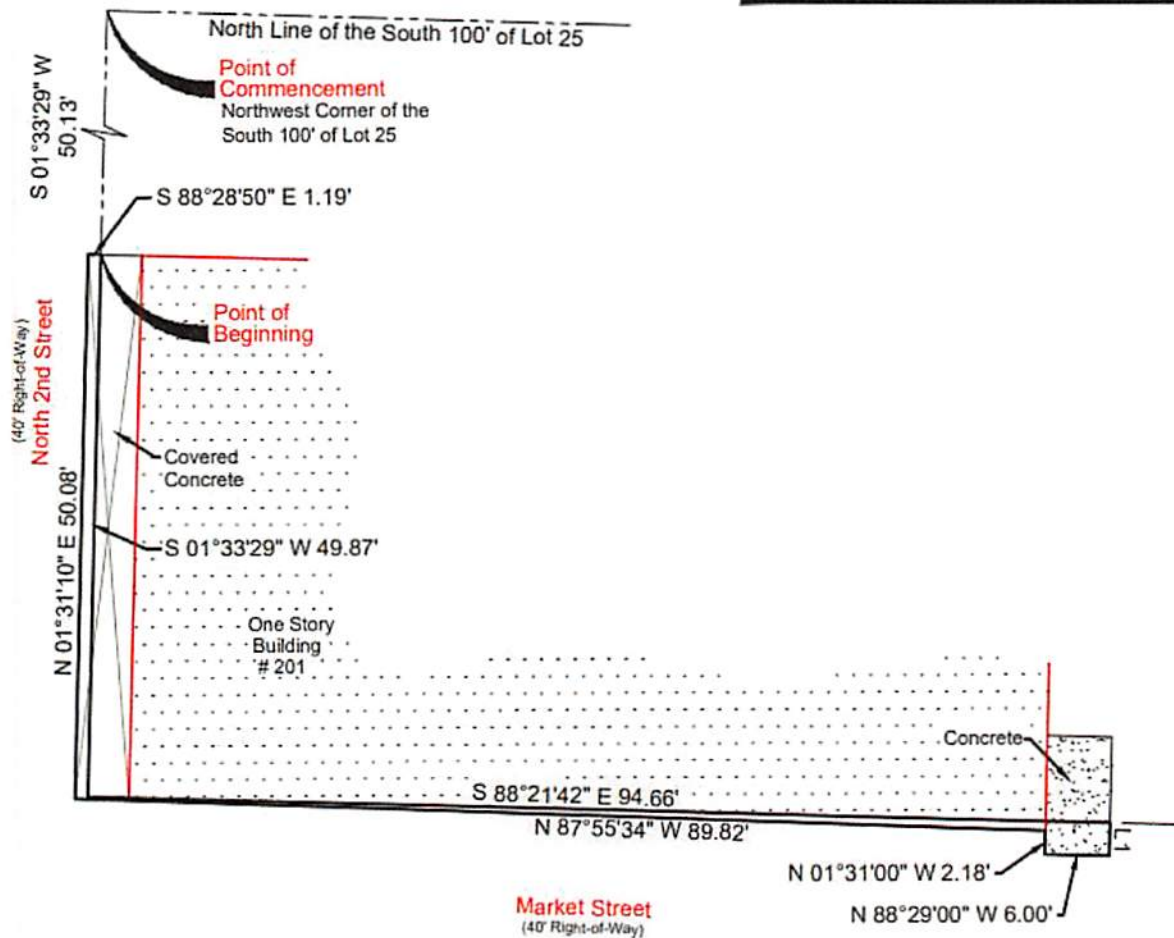
I hereby certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 3447.202 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland  
Patrick K. Ireland 8637 LB 7623  
Date Signed: 07-15-24

This Sketch is intended **ONLY** for the use of Said Certified Parties.  
This Sketch **NOT** VALID **UNLESS** Signed and Enclosed with Surveyor's Seal.  
File No. IS-124386

# Sketch of Description

Building Encroachment



This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

*Ireland & Associates  
Surveying, Inc.*

800 Currency Circle Suite 1020  
Lake Mary, Florida 32746  
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165



NOT To Scale  
This is NOT a Survey.  
This is ONLY a Sketch.



# Description of Sketch

Wall Encroachment

## Legal Description:

A PORTION OF THE RIGHT OF WAY LYING WEST OF LOT 25, NORTH OF MAIN STREET, CITY OF LEESBURG, ACCORDING TO THE PLAT THERE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:  
 COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 100 FEET OF LOT 25, NORTH OF MAIN STREET, CITY OF LEESBURG, ACCORDING TO THE PLAT THERE, AS RECORDED IN PLAT BOOK 2, PAGE 19, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID LOT 25, SOUTH 01°33'29" WEST 0.49 FEET TO THE POINT OF BEGINNING;  
 THENCE, CONTINUE SOUTH 01°33'29" WEST 7.38 FEET; THENCE NORTH 88°32'19" WEST 0.56 FEET; THENCE NORTH 01°27'49" EAST 7.38 FEET; THENCE NORTH 89°13'05" EAST 0.57 FEET.

CONTAINING 4.18 SQ. FT.

SAID LAND SITUATED, LYING AND BEING IN LAKE COUNTY, FL.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 07-15-24

Drawn By: JW

Approved By: PKI

Field: N/A

Sketch and Description Certified To:

CITY OF LEESBURG; FRANK'S PLACE-THE PAVILION,  
 LLC; JOSEPH B. BRICKLEYER LAW, P.A.

**Ireland & Associates  
 Surveying, Inc.**

800 Currency Circle Suite 1020  
 Lake Mary, Florida 32746  
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 Office-407.678.3366 Fax-407.320.8165

**Notes:**  
 >Sketch is Based upon the Legal Description Supplied by Client.  
 >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.  
 >Subject to any Easements and/or Restrictions of Record  
 >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB"  
 >Building Ties are NOT to be used to reconstruct Property Lines.  
 >Fence Ownership is NOT determined.  
 >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.  
 >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.  
 >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

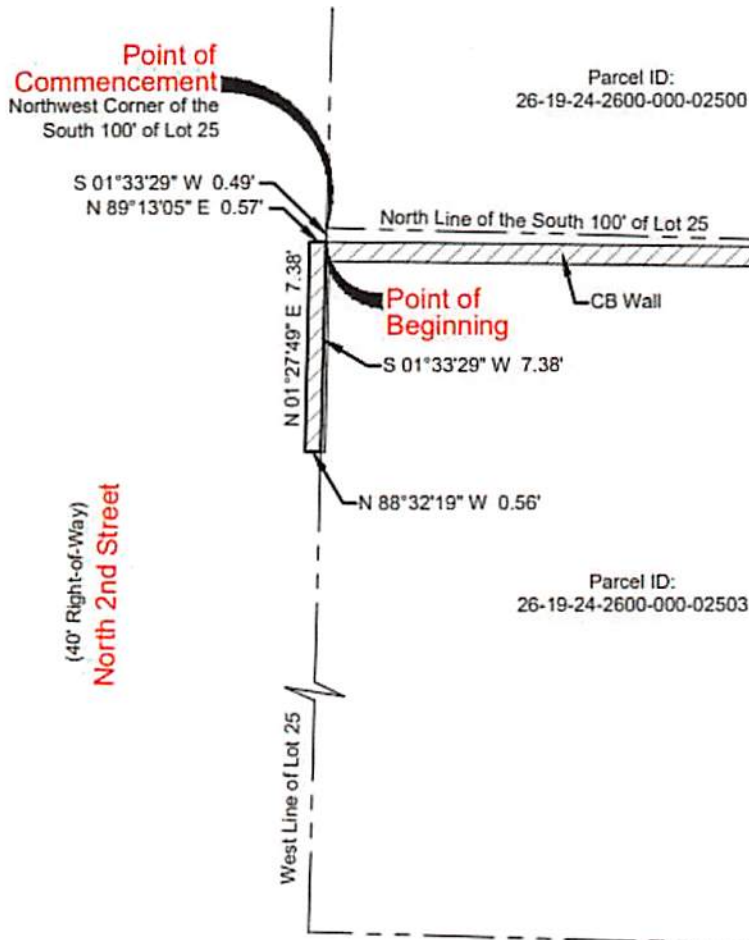
| Legend   |                                       |
|----------|---------------------------------------|
| C        | - Calculated                          |
| CL       | - Centerline                          |
| CB       | - Concrete Block                      |
| CM       | - Concrete Monument                   |
| Conc.    | - Concrete                            |
| D        | - Description                         |
| DE       | - Drainage Easement                   |
| Esmt.    | - Easement                            |
| F.E.M.A. | - Federal Emergency Management Agency |
| FFE      | - Finished Floor Elevation            |
| Find.    | - Found                               |
| IP       | - Iron Pipe                           |
| L        | - Length (Arc)                        |
| M        | - Measured                            |
| NSD      | - Nail & Disk                         |
| N.R.     | - Non-Radii                           |
| ORB      | - Official Records Book               |
| P        | - Plat                                |
| P.B.     | - Plat Book                           |
| W        | - Wood Fence                          |
| PC       | - Point of Curvature                  |
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| P.O.B.   | - Point of Beginning                  |
| P.O.L.   | - Point on Line                       |
| PP       | - Power Pole                          |
| PRM      | - Permanent Reference Monument        |
| PT       | - Point of Tangency                   |
| R        | - Radius                              |
| Rad.     | - Radial                              |
| R&C      | - Rebar & Cap                         |
| Rec.     | - Recovered                           |
| Rts      | - Rodded                              |
| Set      | - Set 1/2" Rebar & Cap "LB 7623"      |
| Typ      | - Typical                             |
| UE       | - Utility Easement                    |
| WM       | - Water Meter                         |
| Δ        | - Delta (Central Angle)               |
| CL       | - Chain Link Fence                    |

I hereby certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as a Licensed Surveyor under any Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforme to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 54-1, 2022 Florida Administrative Code, Pursuant to Section 47.027 Florida Statute.

*Patrick K. Ireland*  
 Patrick K. Ireland, P.S. 6637 LB 7623  
 Date Signed: 07-15-24  
 This Sketch is intended ONLY for the use of Said Certified Parties.  
 This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.  
 File No. IS-124386

# Sketch of Description

Wall Encroachment



This Sketch and Description consist of two sheets  
and is not full and or complete without both sheets.

*Ireland & Associates  
Surveying, Inc.*

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Office-407.678.3366 Fax-407.320.8165



NOT To Scale  
This is NOT a Survey.  
This is ONLY a Sketch.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.3.

**Meeting Date:** September 23, 2024

**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 lease agreement between the City of Leesburg and VMAX "FOR ONE COMMUNITY", INC., for space at the Leesburg Resource Center; and providing an effective date.

---

### **Staff Recommendation:**

Staff recommends approving the lease agreement as presented.

### **Analysis:**

VMAX "FOR ONE COMMUNITY", INC., is a Leesburg-based not-for-profit corporation focused on providing mentorship and educational programs for the youth that are designed to enhance and facilitate creative arts and related activities.

VMAX has requested permission to utilize the Multi-Use Room at the Resource Center on a recurring periodic basis to conduct various meetings, activities, and events associated with its general operations.

The City is agreeable to allowing such use according to the terms and conditions set forth in the lease agreement.

Such use, in similar fashion to other leases at the facility waives a lease payment.

### **Procurement Analysis:**

N/A

### **Options:**

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

### **Fiscal Impact:**

None

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A  
LEASE AGREEMENT BETWEEN THE CITY OF LEESBURG AND VMAX  
"FOR ONE COMMUNITY", INC., FOR SPACE AT THE LEESBURG  
RESOURCE 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 VMAX "FOR ONE COMMUNITY", INC., whose address is 7822 Sloewood Drive, Leesburg, Florida 34748, for lease space at the Leesburg Resource 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 23rd day of September 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## **FACILITY USE AGREEMENT**

**THIS FACILITY USE AGREEMENT** (the "Agreement") is hereby entered into on the 17th day of September, 2024, between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is 501 W. Meadow Street, Leesburg, Florida 34748 ("City"), and **VMAX "FOR ONE COMMUNITY", INC.**, a Florida not for profit corporation, whose mailing address is 7822 Sloewood Drive, Leesburg, Florida 34748 ("User")

### **WITNESSETH:**

**WHEREAS**, City is the owner of a multi-purpose community facility located at 1041 CR 468, Leesburg, Florida 34748 known as the "Leesburg Resource Center" (the "Facility"), which includes a large multi-purpose room (the "Room") in addition to other various rooms, suites, and spaces.

**WHEREAS**, the Facility exists to provide a family-friendly accessible facility within the City of Leesburg that can accommodate various services and activities that benefit the City's residents, business owners, organizations, and visitors and to enhance the overall sense of community within the City;

**WHEREAS**, User is a Leesburg-based not for profit corporation focused on providing mentorship and educational programs for the youth that are designed to enhance and facilitate creative arts and related activities; and

**WHEREAS**, User has requested permission to utilize the Room at the Facility on a recurring periodic basis to conduct various meetings, activities, and events associated with its general operations and the City is agreeable to allowing such use according to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and User hereby agree as follows:

1. Recitals. The recitals above are hereby restated and are incorporated herein for all purposes.
2. License to Use. The City hereby grants User a license to use and occupy the Room on Tuesdays 1<sup>st</sup> and 4<sup>th</sup> from 6:00 p.m. – 8:30 p.m. and the 2<sup>nd</sup> and 3<sup>rd</sup> Wednesday of each month from 6:00 p.m. – 8:30 p.m., at no charge, for lawful purposes generally consistent with User's purpose and mission, including but not limited to, meetings, activities, and events (the "License"). User and its employees, agents, guests, and members shall abide by all rules, regulations, and policies of the Facility, and shall refrain from unreasonably disrupting or otherwise interfering with other ongoing uses of the Facility.
3. Term. The term of this Agreement shall be from month-to-month commencing immediately upon approval and execution of this Agreement by the City and continuing until terminated by either party in accordance with the terms and conditions hereof. With the exception of the initial monthly term, each respective monthly term will begin on the first day of the month and end on the last day of the month.
4. Maintenance and Cleaning. The City shall generally be responsible for maintenance and repairs of the Facility and Room, however, User shall be responsible for cleaning up the Room and any impacted portion of the Facility immediately after each use and for restoring the same to the condition that existed prior to User's use thereof. Without limiting the generality of the foregoing, User shall leave the Room in "broom swept" condition and shall ensure that all garbage

and other rubbish is properly collected and removed to appropriate waste receptacles or bins at the Facility.

5. Alterations. User may not alter the Room or its equipment or fixtures but may temporarily decorate the Room from time-to-time provided such decorations are removed after each use of the Room and that the Room is fully and immediately restored to the condition that existed prior to User's decorations.

6. Default. Any breach of this Agreement by User shall be considered a default and the City shall be entitled to immediately terminate and revoke User's License to use or occupy the Room upon providing written notice thereof to User. The City may further pursue any claims for possession and/or damages or which otherwise exist against User in the event of a breach by User.

7. Indemnification and Insurance. To the fullest extent permitted by law, User shall indemnify, defend, save, and hold the City and its commissioners, managers, department heads, employees, agents, insurers, and representatives, harmless from and against any claim, demand, cause of action, loss and/or damage, asserted against or suffered by the City arising out of or related to User's use of the Room and associated common areas of the Facility, together with all court costs and attorneys' fees, except to the extent the same is solely attributable to the gross negligence or willful misconduct of the City. User shall obtain and maintain a general commercial liability insurance coverage in the minimum amount of \$1 million per occurrence, \$2 million general aggregate and shall name the City as an additional insured in such policy or policies. User shall promptly furnish evidence of insurance coverage to the City upon the City's request. This section shall survive termination of this Agreement. Nothing herein is intended to provide a limitation on the User's requirement to indemnify the City, and any claims, demands, or judgments which exceed User's insurance coverage limits shall still be the responsibility of User.

8. Termination. Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement and revoke the license granted hereby without cause or penalty by providing User with a written notice of termination or revocation not less than thirty (30) days prior to the desired date of termination or revocation. User may terminate this Agreement immediately upon providing written notice of termination to the City, however, termination shall not affect User's indemnification obligations set forth herein.

9. Assignment. User may not assign or otherwise transfer the License or its rights under this Agreement to any other person or entity without the prior written approval of the City which approval may be granted or withheld in the City's sole discretion. The City may freely assign or transfer its rights under this Agreement. This Agreement is for the benefit of the parties and their respective approved successors and assigns and no other parties shall have any rights or privileges under this Agreement.

10. Governing Law, Venue, and Disputes. The parties agree that this Agreement is governed by the laws of the state of Florida. Venue for any disputes or actions arising out of or related to this Agreement or User's use of the Facility and/or Room shall lie exclusively in a Court of competent jurisdiction in and for Lake County, Florida. The prevailing party in any action arising out of or related to this Agreement or User's use of the Facility and/or Room shall be entitled to collect reasonable attorney's fees and court costs from the non-prevailing party. Each party hereby knowingly, voluntarily, and irrevocably waives any right to a trial by jury in connection with any actions arising out of or related to this Agreement or User's use of the Facility and/or Room.

11. Modifications and Severability. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may only be modified by a written instrument executed by both parties. In the event any term, condition, or provision of this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent

jurisdiction, then such term, condition, or provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

12. Sovereign Immunity. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement, shall be construed or interpreted as a waiver by the Lessor of any right, privilege or immunity, whether in contract or tort, that the Lessor may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Nothing in this Agreement shall require the Lessor to indemnify the Lessee for the Lessee's negligence. Any provision in this Agreement whereby the Lessor agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes.

13. Notices. Notices shall be sent to the parties at the addresses listed on the first page of this Agreement and shall be deemed delivered three (3) days after the postmark date. Either party may change their address for notice purposes upon delivering written notice to the other party specifying the new address.

13. Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

**INTENTIONALLY LEFT BLANK**  
**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties have executed this Lease on the day and year shown below.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
James A. Burry, Jr., Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Andi Purvis, City Clerk

Approved as to form and content:

\_\_\_\_\_  
William Grant Watson, City Attorney

**VMAX "FOR ONE COMMUNITY", INC.**

By:  \_\_\_\_\_  
Max Parker, President

Date: 09/17/2024

By:  \_\_\_\_\_  
Vonda Parker, Vice-President

Date: 9-17-2024

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 5.C.4.

**Meeting Date:** September 23, 2024

**From:** Al Minner, (City Manager)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida approving the sale of city-owned property located at 305 S. 6th Street; and providing an effective date. (Frostinburg, LLC)

---

### Staff Recommendation:

Approve purchase price in the amount of \$50,000 to purchase City Owned Parcel (Alt Key #1344611).

### Analysis:

An offer, in the amount of \$50,000 has been received from Frostinburg, LLC to purchase a City-owned lot. The lot is ALT KEY #1344611 located on 6th Street, just south of the trail, and is currently utilized as a storage area for the Leesburg Gas Department. With the Gas Department ready to move to a larger facility off Griffin Road and the Events Division, reading to move to the Gas Department's office area, east of this location, the parcel is available to be sold from City inventory. The purpose of the sale would be for a Frostinburg, LLC multi-use development. The development requires a 35 unit per acre density, but will be constructed in a Florida Vernacular - "Celebration" style.

The developer seeks a few contingencies in the agreement which are contingent upon receiving the proposed zoning modifications to allow a dense multi-use development adjacent to the City's Central Business District. The development is viewed positively by City staff, as it promotes multi-uses and brings commerce, business and residential living to Leesburg's downtown.

Present at the meeting will be Mr. Bret Jones, who represents Frostinburg, LLC to provide a detailed presentation about their development and the requirement to purchase the City's parcel.

The diagram below shows the location of the parcel.



**Procurement Analysis:**

N/A

**Options:**

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

**Fiscal Impact:**

None.



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA APPROVING THE SALE OF CITY-OWNED PROPERTY  
LOCATED AT 305 S. 6TH STREET; AND PROVIDING AN EFFECTIVE DATE.  
(FROSTINBURG, LLC)**

**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 sales contract with Frostinburg, LLC, for the purchase of city-owned property located at 305 S. 6th Street, Leesburg, Florida 34748.

**THAT** Stone & Gerken will act as the escrow and closing agent and authorize the City Manager to execute any documents necessary to revise the escrow and closing conditions.

**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 23rd day of September 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Commercial Contract**

1 **1. PARTIES AND PROPERTY:** Frostinburg LLC , ("Buyer")

2 agrees to buy and City of Leesburg , ("Seller")

3 agrees to sell the property at:

4 Street Address: 305 S 6th Street

5 Leesburg, FL 34748

6 Legal Description: Leesburg, S of Main St Beg at NE Cor of LOt 30, Run S 92 FT, N 88 DEG 02 MIN W 189.61 FT

7 N 85.5 FT, E 189.5 FT to POB PB 2 PG 19ORB 2034 PG 0720

8 and the following Personal Property: \_\_\_\_\_

9 \_\_\_\_\_

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 50,000.00

12 (a) Deposit held in escrow by: Bret Jones PA \$ 5,000.00  
 13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 700 Almond Street, Clermont, FL 34711 Phone: (352)394-4025

15 (b) Additional deposit to be made to Escrow Agent

16 ☒ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

17 ☐ within \_\_\_\_\_ days after Effective Date \$ \_\_\_\_\_

18 (c) Additional deposit to be made to Escrow Agent

19 ☐ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

20 ☐ within \_\_\_\_\_ days after Effective Date \$ \_\_\_\_\_

21 (d) Total financing (see Paragraph 5) \$ \_\_\_\_\_

22 (e) Other \$ \_\_\_\_\_

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid

25 via wire transfer. \$ 45,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
 27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**  
 29 and **Buyer** and an executed copy delivered to all parties on or before August 30, 2024, this offer  
 30 will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be  
 31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
 32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**  
 33 **\_\_\_\_\_.** Calendar days will be used when computing time periods, except time periods of 5  
 34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
 35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
 36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**

38 (a) **Closing Date:** This transaction will be closed on 105 days after 8/30/24 (Closing Date), unless  
 39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
 40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

**(b) Location:** Closing will take place in      Lake      County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

### 5. THIRD PARTY FINANCING:

**BUYER'S OBLIGATION:** On or before \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate not to exceed \_\_\_\_\_ % per year with an initial variable interest rate not to exceed \_\_\_\_\_ %, with points or commitment or loan fees not to exceed \_\_\_\_\_ % of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_ years, with additional terms as follows:

**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other \_\_\_\_\_, 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 and none of them prevents **Buyer's** intended use of the Property as \_\_\_\_\_.

**(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within \_\_\_\_\_ days after Effective Date or at least \_\_\_\_\_ days before Closing Date deliver to **Buyer** (check one) ☐ (i) 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 exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) 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

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**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 (i.) above will be the evidence of title.

**(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_\_ days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from 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:** (check applicable provisions below)

(i.) ☒ **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

\_\_\_\_\_, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

**(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ \_\_\_\_\_ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 105 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period 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 in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; 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 at all levels, 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 mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

**Buyer** (  ) ( \_\_\_\_\_ ) and **Seller** ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☐ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. 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 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have \_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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**17. DISCLOSURES:**

**(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

**18. RISK OF LOSS:**

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. 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. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** \_\_\_\_\_, \_\_\_\_\_  
(Company Name) (Licensee)

\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)  
who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) \_\_\_\_\_

**(b) Buyer's Broker:** \_\_\_\_\_, \_\_\_\_\_  
(Company Name) (Licensee)

**700 Almond Street, Clermont, FL 34711** \_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

**Buyer** (  ) ( \_\_\_\_\_ ) and **Seller** ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

**22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

|                                                         |                                                            |                                                     |
|---------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage          |
| <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval  |
| <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval |
| <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input type="checkbox"/> Other _____                |

**23. ADDITIONAL TERMS:**

**Buyers duties pursuant to the contract are contingent upon obtaining zoning and land use as determined by the buyer.**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

**Buyer** ( (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Signed by:  
  
(Signature of Buyer)

Date: 9/5/2024

**Frostinburg LLC , Thomas Frost**  
(Typed or Printed Name of Buyer)

Tax ID No.:

Title: **Manager**

Telephone:

Date:

Tax ID No.:

(Typed or Printed Name of Buyer)

Title:

Telephone:

Buyer's Address for purpose of notice

Facsimile:

E-mail: **tom@tgfrost.com**

Date:

**City of Leesburg**  
(Typed or Printed Name of Seller)

Tax ID No.:

Title:

Telephone:

Date:

Tax ID No.:

(Typed or Printed Name of Seller)

Title:

Telephone:

Seller's Address for purpose of notice

Facsimile:

E-mail:

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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA FINALLY ADOPTING 3.4752 MILLS AS THE FISCAL YEAR 2024-  
25 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA,  
REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE  
MILLAGE RATE OF 3.4752 WHICH IS 7.50% MORE THAN THE CURRENT  
YEAR ROLLED BACK RATE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, discussions were held during the regular commission meeting of July 8, 2024 regarding the adoption of 3.4752 mills which is 7.50% more than the rolled back rate of 3.2327 mills and is the same millage rate as the previous fiscal year.

**WHEREAS**, the Commission approved the Millage rate of 3.4752 mills and authorized the City Manager to execute and submit the Certificate of Taxable Value for Fiscal Year 2024-25 to the Lake County Property Appraiser at its regular meeting Monday, July 8, 2024, and

**WHEREAS**, a tentative budget for Fiscal Year 2024-25 was presented to the City Commission of the City of Leesburg, Florida during workshops held July 2nd, 9th, 11th, and 15th, 2024, and

**WHEREAS**, following a review of the tentative budget as submitted, the City of Leesburg, Florida, determined that a millage rate of 3.4752 mills, which is 7.50% more than the rolled back rate of 3.2327 mills, is necessary to produce the budgetary revenue to fund budgetary operating expenditures during Fiscal Year 2024-25, and

**WHEREAS**, a Fiscal Year 2024-25 millage of 3.4752 mills represents the Current Year Proposed Aggregate Millage Rate which is 7.50% more than the current year rolled back rate.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Leesburg, Florida, that the tentative millage rate for the City of Leesburg, Florida, is hereby adopted at the rate of 3.4752 mills (\$3.4752 per every \$1,000 of taxable valuation) for the 2024 tax roll, which is 7.50% more than the rolled back rate and is the same millage rate as the prior year.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of September 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,  
ADOPTING THE FISCAL YEAR 2024-25 BUDGET FOR THE CITY OF LEESBURG,  
FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg, Florida, has held several budget work sessions for the purpose of reviewing, and, where appropriate, revising the Fiscal Year 2024-25 Budget, and

WHEREAS, the provisions of Section 200.065 (2)(c), Florida Statutes, commonly known as the Truth in Millage or TRIM Bill, require that the City Commission hold a public hearing and adopt a tentative budget and millage rate for the Fiscal Year 2024-25; and,

WHEREAS, the City Commission has tenatively adopedated a budget which they feel is in the best interests of the citizens of the City of Leesburg, and desires by means of this resolution to finally adopt said budget for the Fiscal Year 2024-25;

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

SECTION I.

Pursuant to Section 200.065, Florida Statues, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2024-25 as reflected below, including all modifications or amendments made during this meeting, are hereby adopted as the budget for Fiscal Year 2024-25 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

|                                                                  |            |
|------------------------------------------------------------------|------------|
| Current Ad Valorem Taxes                                         |            |
| (Based on an assessed value of \$2,958,573,252*3.4752 Mills*95%) | 9,767,552  |
| Other Taxes                                                      | 5,605,000  |
| Licenses and Permits                                             | 4,539,391  |
| Intergovernmental Revenue                                        | 4,484,822  |
| Charges for Services                                             | 1,687,776  |
| Fines and Forfeits                                               | 177,500    |
| Miscellaneous Revenues                                           | 1,548,097  |
| Total Estimated Revenues                                         | 27,810,138 |
| Other Financing Sources:                                         |            |
| Transfers from other Funds                                       | 9,700,133  |
| Fund Balance Appropriated                                        | 0          |
| TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS                      | 37,510,271 |

PROPOSED APPROPRIATIONS

|                               |            |
|-------------------------------|------------|
| General Government            | 5,555,858  |
| Public Safety                 | 22,405,151 |
| Physical Environment          | 175,367    |
| Transportation                | 1,330,414  |
| Economic Environment          | 254,211    |
| Human Services                | 6,600      |
| Culture/Recreation            | 5,537,724  |
| Other Uses                    | 751,080    |
| Non Expenditures:             |            |
| Transfers to other Funds      | 1,493,866  |
| TOTAL PROPOSED APPROPRIATIONS | 37,510,271 |

HOUSING ASSISTANCE FUND

|                                             |         |
|---------------------------------------------|---------|
| Miscellaneous Revenues                      | 162,750 |
| TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS | 162,750 |
| PROPOSED APPROPRIATIONS                     |         |
| Economic Environment                        | 139,050 |
| Non Expenditures:                           |         |
| Reserve for Future Use                      | 23,700  |
| TOTAL PROPOSED APPROPRIATIONS               | 162,750 |

**STORMWATER FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Charges for Services                               | 2,164,854        |
| Miscellaneous Revenues                             | 77,074           |
| Total Estimated Revenues                           | 2,241,928        |
| Other Financing Sources:                           |                  |
| Fund Balance Appropriated                          | 738,754          |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>2,980,682</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| Physical Environment                 | 2,980,682        |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>2,980,682</b> |

**GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| Current Ad Valorem Taxes                                       | 370,715          |
| (Based on an assessed value of \$112,288,981*3.4752 Mills*95%) |                  |
| Intergovernmental Revenue                                      | 617,998          |
| Charges for Services                                           | 21,200           |
| Miscellaneous Revenues                                         | 77,700           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>             | <b>1,087,613</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| Economic Environment                 | 946,276          |
| Non Expenditures:                    |                  |
| Debt Service                         | 101,042          |
| Transfers to other Funds             |                  |
| Reserve for Future Use               | 40,295           |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>1,087,613</b> |

**CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                                |                |
|----------------------------------------------------------------|----------------|
| Current Ad Valorem Taxes                                       | 359,913        |
| (Based on an assessed value of \$109,016,794*3.4752 Mills*95%) |                |
| Intergovernmental Revenue                                      | 599,988        |
| Miscellaneous Revenues                                         | 20,000         |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>             | <b>979,901</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                |
|--------------------------------------|----------------|
| Economic Environment                 | 810,134        |
| Non Expenditures:                    |                |
| Debt Service                         | 96,018         |
| Reserve for Future Use               | 73,749         |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>979,901</b> |

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

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| Current Ad Valorem Taxes                                       | 1,117,981        |
| (Based on an assessed value of \$338,634,266*3.4752 Mills*95%) |                  |
| Intergovernmental Revenue                                      | 1,863,719        |
| Miscellaneous Revenues                                         | 95,000           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b>             | <b>3,076,700</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| Economic Environment                 | 31,775           |
| Non Expenditures:                    |                  |
| Debt Service                         | 890,698          |
| Transfers to other Funds             | 2,000,000        |
| Reserve for Future Use               | 154,227          |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>3,076,700</b> |



**DEBT SERVICE FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Other Financing Sources:                           |                  |
| Transfers from other Funds                         | 1,728,299        |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>1,728,299</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| Non Expenditures:                    |                  |
| Debt Service                         | 1,728,299        |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>1,728,299</b> |

**CAPITAL PROJECTS FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Other Financing Sources:                           |                  |
| Transfers from other Funds                         | 4,412,868        |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>4,412,868</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| General Government                   | 1,590,368        |
| Transportation                       | 322,500          |
| Culture/Recreation                   | 2,500,000        |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>4,412,868</b> |

**ELECTRIC FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Charges for Services                               | 71,449,091        |
| Miscellaneous Revenues                             | 627,500           |
| Other Sources                                      | 545,000           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>72,621,591</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                   |
|--------------------------------------|-------------------|
| Physical Environment                 | 65,598,369        |
| Non Expenditures:                    |                   |
| Transfers to other Funds             | 3,236,829         |
| Debt Service                         | 3,786,393         |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>72,621,591</b> |

**GAS FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Charges for Services                               | 12,950,083        |
| Miscellaneous Revenues                             | 150,500           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>13,100,583</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                   |
|--------------------------------------|-------------------|
| Physical Environment                 | 11,889,789        |
| Non Expenditures:                    |                   |
| Transfers to other Funds             | 860,119           |
| Debt Service                         | 350,675           |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>13,100,583</b> |

**WATER FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Charges for Services                               | 11,877,321        |
| Miscellaneous Revenues                             | 246,060           |
| Other Sources                                      | 250,000           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>12,373,381</b> |

**PROPOSED APPROPRIATIONS**

|                                              |                   |
|----------------------------------------------|-------------------|
| Physical Environment                         | 8,623,195         |
| Non Expenditures:                            |                   |
| Transfers to other Funds                     | 1,361,852         |
| Debt Service                                 | 1,521,173         |
| Non Expenditures:                            |                   |
| Reserves- Contributions to Retained Earnings | 867,161           |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>         | <b>12,373,381</b> |

**WASTEWATER FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Licenses and Permits                               | 853,617           |
| Charges for Services                               | 16,068,524        |
| Miscellaneous Revenues                             | 1,418,381         |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>18,340,522</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                   |
|--------------------------------------|-------------------|
| Physical Environment                 | 12,558,203        |
| Non Expenditures:                    |                   |
| Transfers to other Funds             | 1,171,936         |
| Debt Service                         | 4,610,383         |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>18,340,522</b> |

**SOLID WASTE FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Charges for Services                               | 5,534,898        |
| Miscellaneous Revenues                             | 54,404           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>5,589,302</b> |

**PROPOSED APPROPRIATIONS**

|                                              |                  |
|----------------------------------------------|------------------|
| Physical Environment                         | 4,893,380        |
| Non Expenditures:                            |                  |
| Reserves- Contributions to Retained Earnings | 206,724          |
| Transfers to other Funds                     | 489,198          |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>         | <b>5,589,302</b> |

**AIRPORT FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Licenses and Permits                               | 14,042           |
| Intergovernmental Revenue                          | 1,870,000        |
| Charges for Services                               | 220,000          |
| Miscellaneous Revenues                             | 1,377,484        |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>3,481,526</b> |

**PROPOSED APPROPRIATIONS**

|                                              |                  |
|----------------------------------------------|------------------|
| Transportation                               | 3,379,190        |
| Non Expenditures:                            |                  |
| Reserves- Contributions to Retained Earnings | 102,336          |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>         | <b>3,481,526</b> |

**POLICE PENSION FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Other Taxes                                        | 310,898          |
| Miscellaneous Revenues                             | 2,597,745        |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>2,908,643</b> |

**PROPOSED APPROPRIATIONS**

|                                         |                  |
|-----------------------------------------|------------------|
| General Government                      | 1,490,000        |
| Non Expenditures:                       |                  |
| Reserves- Contributions to Fund Balance | 1,418,643        |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>    | <b>2,908,643</b> |

**FIRE PENSION FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Other Taxes                                        | 191,008          |
| Miscellaneous Revenues                             | 1,885,980        |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>2,076,988</b> |

**PROPOSED APPROPRIATIONS**

|                                         |                  |
|-----------------------------------------|------------------|
| General Government                      | 1,745,000        |
| Non Expenditures:                       |                  |
| Reserves- Contributions to Fund Balance | 331,988          |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>    | <b>2,076,988</b> |



**GENERAL EMPLOYEE'S PENSION FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Miscellaneous Revenues                             | 3,350,000        |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>3,350,000</b> |

**PROPOSED APPROPRIATIONS**

|                                         |                  |
|-----------------------------------------|------------------|
| General Government                      | 3,200,000        |
| Non Expenditures:                       |                  |
| Reserves- Contributions to Fund Balance | 150,000          |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>    | <b>3,350,000</b> |

**HEALTH INSURANCE FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Charges for Services                               | 7,111,110        |
| Miscellaneous Revenues                             | 557,044          |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>7,668,154</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| General Government                   | 7,668,154        |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>7,668,154</b> |

**WORKERS' COMPENSATION FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Charges for Services                               | 1,320,902        |
| Miscellaneous Revenues                             | 55,000           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>1,375,902</b> |

**PROPOSED APPROPRIATIONS**

|                                         |                  |
|-----------------------------------------|------------------|
| General Government                      | 820,532          |
| Non Expenditures:                       |                  |
| Reserves- Contributions to Fund Balance | 555,370          |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>    | <b>1,375,902</b> |

**FLEET SERVICES FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Charges for Services                               | 3,407,956        |
| Miscellaneous Revenues                             | 140,000          |
| Total Estimated Revenues                           | 3,547,956        |
| Other Financing Sources:                           |                  |
| Transfers from other Funds                         | 1,015,199        |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>4,563,155</b> |

**PROPOSED APPROPRIATIONS**

|                                         |                  |
|-----------------------------------------|------------------|
| General Government                      | 3,101,472        |
| Non Expenditures:                       |                  |
| Transfers to other Funds                | 1,015,199        |
| Reserves- Contributions to Fund Balance | 446,484          |
| <b>TOTAL PROPOSED APPROPRIATIONS</b>    | <b>4,563,155</b> |

**DISCRETIONARY SALES TAX FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Other Taxes                                        | 3,600,000        |
| Miscellaneous Revenues                             | 40,000           |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>3,640,000</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| Non Expenditures:                    |                  |
| Transfers to other Funds             | 3,640,000        |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>3,640,000</b> |

**GAS TAX FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Other Taxes                                        | 700,000          |
| Intergovernmental Revenue                          | 255,000          |
| Miscellaneous Revenues                             | 7,500            |
| Total Estimated Revenues                           | 962,500          |
| Other Financing Sources:                           |                  |
| Fund Balance Appropriated                          | 125,000          |
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>1,087,500</b> |

**PROPOSED APPROPRIATIONS**

|                                      |                  |
|--------------------------------------|------------------|
| Non Expenditures:                    |                  |
| Transfers to other Funds             | 1,087,500        |
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>1,087,500</b> |



**BUILDING PERMITS FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                          |           |
|--------------------------|-----------|
| Licenses and Permits     | 991,000   |
| Charges for Services     | 5,000     |
| Miscellaneous Revenues   | 35,000    |
| Total Estimated Revenues | 1,031,000 |

Other Financing Sources:

|                           |         |
|---------------------------|---------|
| Fund Balance Appropriated | 705,090 |
|---------------------------|---------|

|                                                    |                  |
|----------------------------------------------------|------------------|
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>1,736,090</b> |
|----------------------------------------------------|------------------|

**PROPOSED APPROPRIATIONS**

|               |           |
|---------------|-----------|
| Public Safety | 1,736,090 |
|---------------|-----------|

|                                      |                  |
|--------------------------------------|------------------|
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>1,736,090</b> |
|--------------------------------------|------------------|

**POLICE FORFEITURE FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

|                           |        |
|---------------------------|--------|
| Fund Balance Appropriated | 30,000 |
|---------------------------|--------|

|                                                    |               |
|----------------------------------------------------|---------------|
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>30,000</b> |
|----------------------------------------------------|---------------|

**PROPOSED APPROPRIATIONS**

|               |        |
|---------------|--------|
| Public Safety | 30,000 |
|---------------|--------|

|                                      |               |
|--------------------------------------|---------------|
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>30,000</b> |
|--------------------------------------|---------------|

**POLICE IMPACT FEES FUND**

Other Financing Sources:

|                           |           |
|---------------------------|-----------|
| Fund Balance Appropriated | 1,284,500 |
|---------------------------|-----------|

|                                                    |                  |
|----------------------------------------------------|------------------|
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>1,284,500</b> |
|----------------------------------------------------|------------------|

**PROPOSED APPROPRIATIONS**

|               |           |
|---------------|-----------|
| Public Safety | 1,284,500 |
|---------------|-----------|

|                                      |                  |
|--------------------------------------|------------------|
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>1,284,500</b> |
|--------------------------------------|------------------|

**RECREATION IMPACT FEES FUND**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

|                           |         |
|---------------------------|---------|
| Fund Balance Appropriated | 500,000 |
|---------------------------|---------|

|                                                   |                |
|---------------------------------------------------|----------------|
| <b>TOTAL ESTIMATED REVENUE AND OTHER RECEIPTS</b> | <b>500,000</b> |
|---------------------------------------------------|----------------|

**PROPOSED APPROPRIATIONS**

Non Expenditures:

|                          |         |
|--------------------------|---------|
| Transfers to other Funds | 500,000 |
|--------------------------|---------|

|                                      |                |
|--------------------------------------|----------------|
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>500,000</b> |
|--------------------------------------|----------------|

**ALL FUNDS**

**ESTIMATED REVENUES AND OTHER RECEIPTS**

|                           |             |
|---------------------------|-------------|
| Ad Valorem Taxes          | 11,616,162  |
| Other Taxes               | 10,406,906  |
| Licenses and Permits      | 6,398,050   |
| Intergovernmental Revenue | 9,691,527   |
| Charges for Services      | 133,818,715 |
| Fines and Forfeits        | 177,500     |
| Miscellaneous Revenues    | 14,523,219  |
| Other Sources             | 795,000     |
| Total Estimated Revenues  | 187,427,078 |

Other Financing Sources:

|                            |            |
|----------------------------|------------|
| Transfers from other Funds | 16,856,499 |
|----------------------------|------------|

|                           |           |
|---------------------------|-----------|
| Fund Balance Appropriated | 3,383,344 |
|---------------------------|-----------|

|                                                    |                    |
|----------------------------------------------------|--------------------|
| <b>TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS</b> | <b>207,666,921</b> |
|----------------------------------------------------|--------------------|

**PROPOSED APPROPRIATIONS**

|                      |             |
|----------------------|-------------|
| General Government   | 25,171,384  |
| Public Safety        | 25,455,741  |
| Physical Environment | 106,718,985 |
| Transportation       | 5,032,104   |
| Economic Environment | 2,181,446   |
| Human Services       | 6,600       |
| Culture/Recreation   | 8,037,724   |
| Other Uses           | 751,080     |

Non Expenditures:

|                          |            |
|--------------------------|------------|
| Transfers to other Funds | 16,856,499 |
|--------------------------|------------|

|              |            |
|--------------|------------|
| Debt Service | 13,084,681 |
|--------------|------------|

|                        |         |
|------------------------|---------|
| Reserve for Future Use | 291,971 |
|------------------------|---------|

|                                         |           |
|-----------------------------------------|-----------|
| Reserves- Contributions to Fund Balance | 2,902,485 |
|-----------------------------------------|-----------|

|                                              |           |
|----------------------------------------------|-----------|
| Reserves- Contributions to Retained Earnings | 1,176,221 |
|----------------------------------------------|-----------|

|                                      |                    |
|--------------------------------------|--------------------|
| <b>TOTAL PROPOSED APPROPRIATIONS</b> | <b>207,666,921</b> |
|--------------------------------------|--------------------|

SECTION II.

This resolution shall become effective October 1, 2024.

**PASSED AND ADOPTED** at a regular meeting of the City Commission of the City of Leesburg, Florida held the 23rd day of September 2024.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.B.1.

**Meeting Date:** September 23, 2024

**From:** Al Minner, (City Manager)

**Subject:** An Ordinance of the City of Leesburg, Florida, vacating and abandoning a portion of the improved Right-of-Way of 13th Street located between Center Street and W. Main Street in Leesburg, Lake County, Florida; providing for conditions; providing for severability; and providing for an effective date.

---

### Staff Recommendation:

Staff recommends accepting and approving the Ordinance vacating and abandoning right-of-way of 13th Street with the condition a utility easement is granted to the City as described therein.

### Analysis:

13th Street was dedicated to the City pursuant to the Official Plat of the City of Leesburg. The real property parcels which adjoin 13th Street and are located between the boundaries of Center Street and W. Main Street in Leesburg, are owned by the same person/entity according to the records of the Lake County Property Appraiser.

The City of Leesburg has utility lines and facilities located within the subject right-of-way but is not otherwise currently using the right-of-way or planning to use the right-of-way for other purposes. As a result, a utility easement over the area will be granted in favor of the City to allow continued use of the easement area for utilities.

Based on conversation from the first reading:

1. FBC is open to closing 13 Street between Main and Line Street.
2. Signs will be posted informing the public about Monday's meeting.
3. Staff and the City Attorney reviewed the comments and have determined that 13th Street has never been closed.

### Procurement Analysis:

N/A

### Options:

1. Adopt the Ordinance vacating and abandoning the right-of-way and accepting a utility easement as

presented; or

2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

None

**ORDINANCE NO. 2024-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA  
VACATING AND ABANDONING A PORTION OF THE  
IMPROVED RIGHT-OF-WAY OF 13<sup>TH</sup> STREET LOCATED  
BETWEEN CENTER STREET AND W. MAIN STREET IN  
LEESBURG, LAKE COUNTY, FLORIDA; PROVIDING FOR  
CONDITIONS; PROVIDING FOR SEVERABILITY; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes, the City of Leesburg, Florida (the “City”) possesses home rule powers, including the power to vacate and abandon municipal streets or portions thereof;

**WHEREAS**, 13th Street was dedicated to the City pursuant to the Official Plat of the City of Leesburg, Florida, recorded on July 16, 1912, in Plat Book 2, Page 19, Public Records of Lake County, Florida;

**WHEREAS**, 13<sup>th</sup> Street has not been designated part of the county road system and approval of Lake County, Florida, therefore is not required to vacate 13<sup>th</sup> Street or any portions thereof;

**WHEREAS**, all of the real property parcels of record which adjoin 13<sup>th</sup> Street and are located between the boundaries of Center Street (Northern boundary) and W. Main Street (Southern boundary) in Leesburg are owned by the same person/entity according to the records of the Lake County Property Appraiser;

**WHEREAS**, although there may be a need for the property owner and the property owner’s members, guests, and visitors, to utilize a roadway for ingress and egress among the various parcels owned by the property owner, such need is a private need rather than a public need;

**WHEREAS**, the only public need with respect to the relevant section of 13<sup>th</sup> Street is the retention or establishment of a utility easement in favor of the City; and

**WHEREAS**, in light of the foregoing, the City Commission of the City of Leesburg, Florida, finds that the relevant section of 13<sup>th</sup> Street is no longer required for public use and convenience and further finds it to be in the public interest to discontinue the payment of any public funds for the maintenance and repair thereof and to vacate and abandon any interest of the City of Leesburg and the public in and to such property except for the retention or establishment of a utility easement in favor of the City.

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

**Section 1.** The above recitals are adopted and incorporated herein by reference.



**Section 2.** The portion of the improved right-of-way of 13<sup>th</sup> Street, located between Center Street and W. Main Street, in the City of Leesburg, Lake County, Florida, described more particularly on the sketch of description attached hereto as Exhibit “A” (the “Right-of-Way”), is hereby vacated, abandoned, discontinued, and closed. The City hereby renounces and relinquishes any right of the City of Leesburg and the public in and to the Right-of-Way, except for the retention or establishment of a utility easement in favor of the City of Leesburg.

**Section 3.** The City of Leesburg’s vacation and abandonment of the Right-of-Way is conditioned on the City of Leesburg’s retention of a utility easement within the boundaries of the Right-of-Way and the underlying property owner’s execution and recording of a utility easement in the form attached hereto as Exhibit “B”.

**Section 4.** If any term, section, or provision of this ordinance is found to be invalid or otherwise unenforceable by a court of competent jurisdiction, then such provision or portion thereof shall be severable and the remaining provisions shall remain in full force and effect.

**Section 5. Effective Date.** This Ordinance shall take effect immediately after its final adoption by the City Commission of the City of Leesburg, Florida.

**PASSED AND ADOPTED** this 23rd day of September 2024 by the City Commission of the City of Leesburg, Florida.

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James A. Burry, Jr., Mayor

ATTEST:

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City Clerk

Approved as to form:

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William Grant Watson, City Attorney

**EXHIBIT "A"**  
**(sketch of description of vacated right-of-way)**

**SKETCH FOR DESCRIPTION**  
**(NOT A FIELD SURVEY)**

**LEGAL DESCRIPTION**

EXHIBIT "A"  
SHEET 01 OF 02

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°24'47" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 717.02 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET, PER THE OFFICIAL PLAT OF THE CITY OF LEESBURG AS RECORDED IN PLAT 2, PAGE 19; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'01" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID 13TH STREET, A DISTANCE OF 422.23 FEET, TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF CENTER STREET, PER THE OFFICIAL PLAT OF THE CITY OF LEESBURG AS RECORDED IN PLAT 2, PAGE 19; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°29'32" EAST, ALONG THE EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID CENTER STREET, A DISTANCE OF 50.00 FEET, TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CENTER STREET AND THE EASTERLY RIGHT OF WAY LINE OF AFORESAID 13TH STREET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE EXTENSION, RUN SOUTH 00°45'01" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF 13TH STREET, A DISTANCE OF 1377.70 FEET, TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 13TH STREET AND THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 88°06'37" WEST, ALONG THE EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET, A DISTANCE OF 50.01 FEET, TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET AND THE AFORESAID WESTERLY RIGHT OF WAY LINE OF 13TH STREET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE EXTENSION, RUN NORTH 00°45'01" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET, A DISTANCE OF 954.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°24'47" EAST, A DISTANCE OF 717.02 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET, PER THE OFFICIAL PLAT OF THE CITY OF LEESBURG AS RECORDED IN PLAT 2, PAGE 19; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'01" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID 13TH STREET, A DISTANCE OF 16.71 FEET, TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET AND THE NORTHERLY RIGHT OF WAY LINE OF (LINE STREET), PER THE OFFICIAL PLAT OF THE CITY OF LEESBURG AS RECORDED IN PLAT 2, PAGE 19; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°23'52" EAST, ALONG THE EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID (LINE STREET), A DISTANCE OF 50.00 FEET, TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF (LINE STREET) AND THE EASTERLY RIGHT OF WAY LINE OF AFORESAID 13TH STREET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE EXTENSION, RUN SOUTH 00°45'01" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF 13TH STREET, A DISTANCE OF 33.00 FEET, TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 13TH STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID (LINE STREET); THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 89°23'52" WEST, ALONG THE EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF (LINE STREET), A DISTANCE OF 50.00 FEET, TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF (LINE STREET) AND THE WESTERLY RIGHT OF WAY LINE OF AFORESAID 13TH STREET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE EXTENSION, RUN NORTH 00°45'01" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET, A DISTANCE OF 16.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 67,205 SQUARE FEET, (1.543 ACRES), MORE OR LESS.

**LEGEND:**

LB = LICENSED BUSINESS  
[###] = REFERENCE TO CONTROL TABLE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
R/W = RIGHT OF WAY  
PRC = POINT OF REVERSE CURVATURE  
PCC = POINT OF COMPOUND CURVATURE  
PNT = POINT OF NON-TANGENCY  
L# = REFERENCE TO LINE TABLE  
C# = REFERENCE TO CURVE TABLE  
Δ = CENTRAL ANGLE  
R = RADIUS  
L = ARC LENGTH  
CB = CHORD BEARING  
CH = CHORD LENGTH  
↻ = CHANGE IN DIRECTION  
— = LINE BREAK

**GENERAL NOTES:**

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT A FIELD SURVEY.
3. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SKETCH, THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST HAS A BEARING OF SOUTH 89°24'47" EAST.

DAVID R. SHAW, FLORIDA LICENSED SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 7119



JOB SP2024.01674

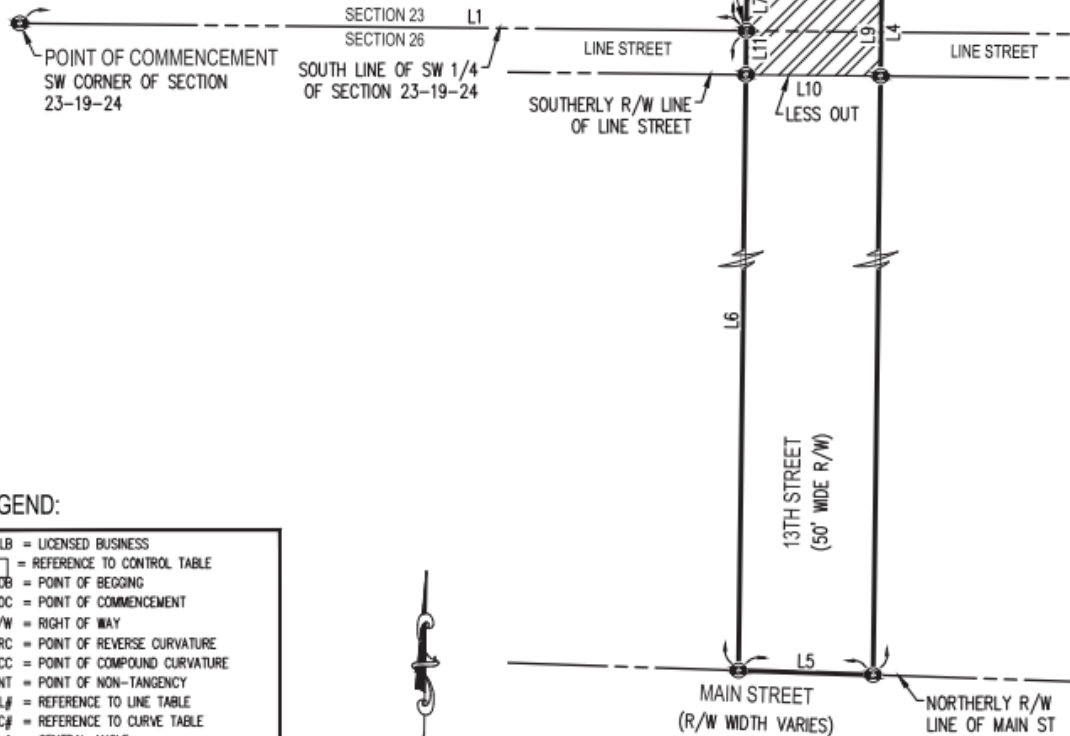
SEE SHEET 2 FOR SKETCH



# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " "   
SHEET 02 OF 02

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE TAG   | BEARING     | DISTANCE |
| L1         | S89°24'47"E | 717.02'  |
| L2         | N00°45'01"E | 422.23'  |
| L3         | S89°29'32"E | 50.00'   |
| L4         | S00°45'01"W | 1377.70' |
| L5         | N88°06'37"W | 50.01'   |
| L6         | N00°45'01"E | 954.27'  |
| L7         | N00°45'01"E | 16.71'   |
| L8         | S89°23'52"E | 50.00'   |
| L9         | S00°45'01"W | 33.00'   |
| L10        | N89°23'52"W | 50.00'   |
| L11        | N00°45'01"E | 16.29'   |



## LEGEND:

- LB = LICENSED BUSINESS
- REF = REFERENCE TO CONTROL TABLE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- PRC = POINT OF REVERSE CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
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- L# = REFERENCE TO LINE TABLE
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- L = ARC LENGTH
- CB = CHORD BEARING
- CH = CHORD LENGTH
- ↻ = CHANGE IN DIRECTION
- = LINE BREAK



JOB SP2024.01674  
SEE SHEET 1 FOR DESCRIPTION





**EXHIBIT "B"**  
**(Form of Utility Easement)**

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

**UTILITY EASEMENT**

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **FBCL PROPERTIES, INC.**, a Florida corporation whose mailing address is 220 North 13<sup>th</sup> Street, Leesburg, Florida 34748, ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

**WITNESSETH:**

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

**See sketch of description attached hereto as Exhibit "1" and incorporated herein by this reference.**

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

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

to **GRANTEE** herein. **GRANTOR** shall not have any right or authority to direct or otherwise require **GRANTEE** to relocate any of **GRANTEE'S** Facilities from the 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 Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

**WITNESSES:**

**GRANTOR:**

FBCL PROPERTIES, INC.,  
a Florida corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Postal Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Postal Address

By: \_\_\_\_\_

Tom Spaman, President  
220 N. 13<sup>th</sup> Street  
Leesburg, Florida 34748

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Tom Spaman, as President of FBCL PROPERTIES, INC. who is ☐ personally known to me or ☐ who produced the following identification:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Name

My Commission Number:  
My Expiration Date:

(seal)

## Exhibit "1"

### SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

#### LEGAL DESCRIPTION

EXHIBIT " "   
SHEET 01 OF 02

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°24'47" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 717.02 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET, PER THE OFFICIAL PLAT OF THE CITY OF LEESBURG AS RECORDED IN PLAT 2, PAGE 19; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'01" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID 13TH STREET, A DISTANCE OF 422.23 FEET, TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF CENTER STREET, PER THE OFFICIAL PLAT OF THE CITY OF LEESBURG AS RECORDED IN PLAT 2, PAGE 19; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°29'32" EAST, ALONG THE EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID CENTER STREET, A DISTANCE OF 50.00 FEET, TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CENTER STREET AND THE EASTERLY RIGHT OF WAY LINE OF AFORESAID 13TH STREET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE EXTENSION, RUN SOUTH 00°45'01" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF 13TH STREET, A DISTANCE OF 1377.70 FEET, TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 13TH STREET AND THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 88°06'37" WEST, ALONG THE EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET, A DISTANCE OF 50.01 FEET, TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET AND THE AFORESAID WESTERLY RIGHT OF WAY LINE OF 13TH STREET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE EXTENSION, RUN NORTH 00°45'01" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF 13TH STREET, A DISTANCE OF 954.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

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SAID LANDS CONTAINING 67,205 SQUARE FEET, (1.543 ACRES), MORE OR LESS.

#### LEGEND:

|     |                               |
|-----|-------------------------------|
| LB  | = LICENSED BUSINESS           |
| ### | = REFERENCE TO CONTROL TABLE  |
| POB | = POINT OF BEGINNING          |
| POC | = POINT OF COMMENCEMENT       |
| R/W | = RIGHT OF WAY                |
| PRC | = POINT OF REVERSE CURVATURE  |
| PCC | = POINT OF COMPOUND CURVATURE |
| PNT | = POINT OF NON-TANGENCY       |
| L#  | = REFERENCE TO LINE TABLE     |
| C#  | = REFERENCE TO CURVE TABLE    |
| A   | = CENTRAL ANGLE               |
| R   | = RADIUS                      |
| L   | = ARC LENGTH                  |
| CB  | = CHORD BEARING               |
| CH  | = CHORD LENGTH                |
| ↻   | = CHANGE IN DIRECTION         |
| — — | = LINE BREAK                  |



#### GENERAL NOTES:

DAVID R. SHAW, FLORIDA LICENSED SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 7119

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- THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT A FIELD SURVEY.
- BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SKETCH, THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 24 EAST HAS A BEARING OF SOUTH 89°24'47" EAST.

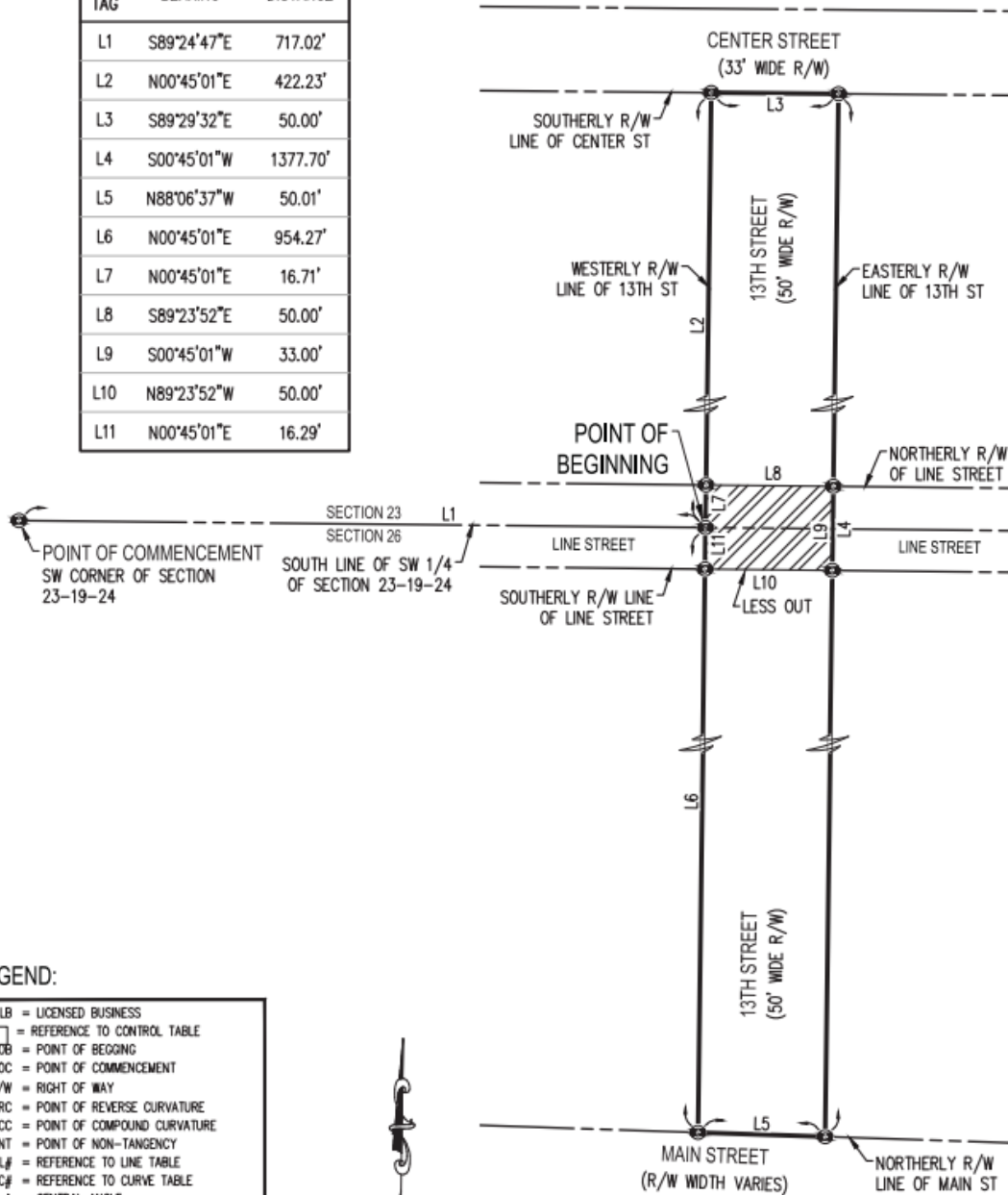
JOB SP2024.01674  
SEE SHEET 2 FOR SKETCH



# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE TAG   | BEARING     | DISTANCE |
| L1         | S89°24'47"E | 717.02'  |
| L2         | N00°45'01"E | 422.23'  |
| L3         | S89°29'32"E | 50.00'   |
| L4         | S00°45'01"W | 1377.70' |
| L5         | N88°06'37"W | 50.01'   |
| L6         | N00°45'01"E | 954.27'  |
| L7         | N00°45'01"E | 16.71'   |
| L8         | S89°23'52"E | 50.00'   |
| L9         | S00°45'01"W | 33.00'   |
| L10        | N89°23'52"W | 50.00'   |
| L11        | N00°45'01"E | 16.29'   |

EXHIBIT " "   
 SHEET 02 OF 02



## LEGEND:

- LB = LICENSED BUSINESS
- REF = REFERENCE TO CONTROL TABLE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- PRC = POINT OF REVERSE CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PNT = POINT OF NON-TANGENCY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- CH = CHORD LENGTH
- ↻ = CHANGE IN DIRECTION
- = LINE BREAK



JOB SP2024.01674  
SEE SHEET 1 FOR DESCRIPTION

**CFB**  
SURVEYING

4400 NE 63RD ROAD • WILMINGTON, FL 34183  
(352) 748-4126 • L88488

# **Business Impact Estimate**

## **Ordinance 2024-**

Summary of Ordinance: AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA VACATING AND ABANDONING A PORTION OF THE IMPROVED RIGHT-OF-WAY OF 13<sup>TH</sup> STREET LOCATED BETWEEN CENTER STREET AND W. MAIN STREET IN LEESBURG, LAKE COUNTY, FLORIDA; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Leesburg has prepared a Business Impact Estimate pursuant to section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (please include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

**Vacating a portion of 13<sup>th</sup> Street right-of-way for public use is no longer required. It is in the public interest to discontinue the payment of any public funds for the maintenance and repair of this portion of 13<sup>th</sup> Street.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur, **None**.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and **None**.

(c) An estimate of the city's regulatory costs, including estimated revenues from any new changes or fees to cover such costs. **None**.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **None**.

4. Additional information the City deems useful (if any): **This Ordinance has no fiscal impact beyond that of the adjacent property owner.**

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.B.2.

**Meeting Date:** September 23, 2024

**From:** Al Minner, (City Manager)

**Subject:** An Ordinance of the City of Leesburg, Florida amending the City Code of Ordinances by amending Chapter 5, Section 5-6, Consumption of and open containers prohibited on public property; exceptions; amending Section 5-6.2 Consumption of or possession of alcohol in open containers near store selling alcoholic beverages; amending Chapter 18, Streets, Sidewalks, and other Public Places; providing for severability; providing for conflicts; providing for inclusion in the Code of Ordinances; and providing for an effective period and effective date.

---

### Staff Recommendation:

Hear the ordinance on first reading and set second reading/public hearing.

### Analysis:

The current effective date and effective period for city Ordinance 23-52 expired August 28, 2024. This proposed ordinance seeks to renew the effective date without the sunset clause.

### Procurement Analysis:

N/A

### Options:

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

### Fiscal Impact:

ORDINANCE NO. 2024-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 5, SECTION 5-6, CONSUMPTION OF AND OPEN CONTAINERS PROHIBITED ON PUBLIC PROPERTY; EXCEPTIONS; AMENDING SEC. 5-6.2. CONSUMPTION OF OR POSSESSION OF ALCOHOL IN OPEN CONTAINERS NEAR STORE SELLING ALCOHOLIC BEVERAGES; AMENDING CHAPTER 18, STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE PERIOD AND AN EFFECTIVE DATE.**

**WHEREAS**, The City of Leesburg desires to adopt regulations that will encourage and promote entertainment, use and enjoyment of public places, and patronage of businesses within the City; and

**WHEREAS**, consistent with the foregoing, the City of Leesburg has proposed these changes to Chapter 5, Sections 5-6, and 5-6.2, and Chapter 18 of the City Code and has determined that it is appropriate and in accordance with protecting and promoting the health, safety and welfare of the community.

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

**Section 1. Recitals.** The above recitals are adopted and incorporated herein by reference.

**Section 2. Text Amendment.** Chapter 5, Section 5-6 of the City of Leesburg Code of Ordinances shall be amended as follows:

**Sec. 5-6. Consumption of and open containers prohibited on public property; exceptions.**

- (a) It shall be unlawful for any person to consume, or to possess an open container of, any alcoholic beverage, including , but not limited to, beer and wine, upon any of the following properties used by the city: parks, beaches, athletic or sports facilities, playgrounds, properties, streets , alleys , or sidewalks; provided, that this section shall not apply to any property leased from the city on a short or long term basis, by private organizations or parties, civic clubs and the like. This provision shall not apply for those businesses with an approved sidewalk cafe agreement ratified by the city commission, within the area designated for an approved special event, where any group or individual has obtained a special event permit and has been authorized in the permit to sell or have sold alcoholic beverages, or within the Downtown Entertainment District in conformance with the requirements of Chapter 18, Article V of this Code.

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- (b) It shall not be a violation of subsection (a) for a person to engage in the activity prohibited by subsection (a) if the activity meets one (1) of the following conditions:
- (1) The activity is a part of, and in an area designated for a special event. The consumption of alcoholic beverages upon a public street or other public area may be permitted as a part of that event, subject to the conditions imposed by this section and the permit.
  - (2) The vendor/permittee of alcoholic beverages is duly licensed as such under the laws of Florida and has been granted a temporary permit, pursuant to this section, permitting such consumption to occur in a specified area as a part of a special event; however, in no event shall any permit be granted for consumption of alcoholic beverages within Rogers Park located on 9th Street.
  - (3) The following conditions shall be met by the vendor/permittee:
    - (i) The area authorized for the sale of alcohol shall be directly adjacent to the main business premises of the vendor/permittee where alcohol is sold in the normal course of business.
    - (ii) A site plan shall be submitted delineating the area where the vendor/permittee proposes to sell or dispense alcohol, and that area shall be enclosed by a perimeter, such as a fence or tent, with a single point of ingress and egress, to control access to and from the area. A second point of ingress and egress may be permitted if the issue of appropriate access is a matter of the protection of the general peace, property, life or limb as determined by the fire marshal or law enforcement. The area shall also be included within the premises described in the beverage license issued to the vendor/permittee by the state as an area within which the vendor/permittee is permitted by the state to serve alcohol. The fire marshal will assign a maximum capacity to the area and the vendor/permittee shall enforce this maximum capacity and shall not allow it to be occupied at any time by more persons than the assigned maximum capacity.
    - (iii) The access point(s) into and out of the serving area shall be marked with signs informing patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the vendor/permittee shall staff the entrance with such personnel as are necessary to enforce this condition.
    - (iv) Alcohol shall be served only in plastic cups or plastic bottles, not in cans or in glass bottles, glasses or other glass containers.
    - (v) The vendor/permittee shall provide such additional restroom facilities (e.g. portable potties) as are sufficient to comply with the requirements of subsection (c) below. The permittee shall also provide sufficient trash receptacles to serve the patrons of the permittee so as to prevent the littering of cups, napkins and other debris.
    - (vi) The vendor/permittee shall obtain all necessary building permits and other licenses and approvals for any tent or other structure erected to facilitate use of the area covered by the permit. Under no circumstances shall any ground surface on public property or an easement be punctured or otherwise damaged by the placement or removal of any tent or other structure unless the vendor/permittee first has the appropriate qualified party perform an inspection for the purpose of locating, water, wastewater, electrical and gas lines and if such damage occurs the vendor/permittee

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shall be liable for the full cost of repairs. If a permit is issued and there are breaches to any public asphalt or concrete surface, the vendor/permittee is fully responsible for any expenses associated with repairing the damages. The vendor/permittee shall comply with all applicable laws, rules and regulations in the operation of its business within the permitted area.

- (4) All non-residential areas and uses, recreational areas and uses, areas of mixed use, and town centers within any age restriction development (ARD) zoning district. All special events held in the non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development shall be exempt from the requirements in subsections 5-6(b)(1)-(3), (c).
- (5) The activity is conducted within the Downtown Entertainment District and in conformance with all requirements relating to the sale and possession of open containers and consumption of alcohol in the Downtown Entertainment District as set forth in Chapter 18, Article V of this Code.
- (c) Any individual or organization may submit a special event application to the city manager or designee requesting a special event permit granting an exception to subsection (a) for a special event or occasion in a specifically defined area on public property. The request must be submitted a minimum of one hundred (120) days prior to the beginning of the proposed event. The special event application must contain a detailed description of the special event proposed to be conducted. The city manager or his/her designee will coordinate review of the request by the police department and such other departments as the city manager shall designate. The city reserves the right to disapprove any such request and in doing so, may take the following into consideration: (1) whether any department determines the event to be inconsistent with the public interest or to have any adverse effect on the public safety, health, or welfare; (2) whether the event is compatible with the adjacent and surrounding land uses; (3) whether the hours of operation of the event would create a nuisance to residential areas nearby; (4) whether inspection by the building official, police chief or designee, fire chief or designee, or other authorized public official, determines that the site is insufficient to accommodate the anticipated number of attendees; (5) whether there is adequate parking available to accommodate the anticipated number of attendees; (6) whether an authorized public safety official determines that the site of the event does not meet requirements established for similar assemblies, established by law. For additional requirements regarding special events on public property, see chapter 26, Special Events, of this Code.

**Section 3. Text Amendment.** Chapter 5, Section 5-6.2 of the City of Leesburg Code of Ordinances shall be amended as follows:

**Sec. 5-6.2. Consumption of or possession of alcohol in open containers near store selling alcoholic beverages.**

- (a) *Definitions.* The following definitions shall apply for purposes of this section.
  - (1) *Alcoholic beverage* shall, for the purposes of this section only, mean any beverage containing more than one (1) percent of alcohol by volume.

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- (2) *Food store selling alcoholic beverages* shall mean any food or convenience store which has a license for package sales of alcoholic beverages from the Florida Division of Beverages and Tobacco in the classification of 1-APS, 2-APS, or PS.
- (3) *Open container* means any bottle, can, cup, glass, or other receptacle containing any alcoholic beverage which is open, which has been opened, which has its seal broken, or which has had its contents partially removed.
- (4) *Operator* shall mean any person physically present at a store defined in subsection (a)(2), (a)(6) or (a)(8) of this section who is managing said store or is otherwise in charge of its operation.
- (5) *Owner* shall mean any person holding an occupational license for a store defined in subsection (a)(2), (a)(6) or (a)(8) of this section.
- (6) *Package store* shall mean any store primarily engaged in the business of selling alcoholic beverages which has a license for package sales from the Florida Division of Beverages and Tobacco in the classification of 1-APS, or 2-APS, or any other PS licenses.
- (7) *Person* shall mean any individual, firm, partnership, joint venture, syndicate or other group or combination acting as a unit association, corporation, or other legal entity and shall include the plural as well as the singular.
- (8) *Bar* shall mean any business primarily engaged in the sale of alcoholic beverages for consumption on premises, holding a license for such purpose from the Florida Division of Alcoholic Beverages and Tobacco, in the classification of 1-COP, 2-COP, or any other COP licenses that excludes SRX.
- (9) *Restaurant* shall, for the purposes of this section only, mean any business holding a license for the sale of alcoholic beverages, issued by the Florida Division of Alcoholic Beverages and Tobacco, in the sub-classification of SRX.
- (10) *Club* shall mean any private club of other facility or business holding a license from the Florida Division of Alcoholic Beverages and Tobacco, for the sale of alcoholic beverages, as a private club under the provisions of Section 7A-3.019 of the Florida Administrative Code, as amended from time to time, or any successor section of such code.

(b) *Public nuisance, unlawful acts.*

- (1) It is a public nuisance and shall be unlawful and in violation of this section for any person to consume any alcoholic beverages outside of but within one hundred (100) feet of any club, restaurant, bar, package store, or food store selling alcoholic beverages, except as otherwise authorized by Sec. 5-6(b) above.
- (2) It is a public nuisance and shall be unlawful and in violation of this section for any person to possess an open container of alcoholic beverages while stopping, standing, or remaining outside of but within one hundred (100) feet of any club, restaurant, bar, package store, or food store selling alcoholic beverages, except as otherwise authorized by Sec. 5-6(b) above
- (3) The owner or operator of any club, restaurant, bar, package store, or other establishment selling alcoholic beverages shall prominently post, on the outside of each entrance and

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on the inside of the main customer exit of each bar, package store, or other establishment selling alcoholic beverages and duly licensed for on premises consumption, a legible sign with contrasting letters, stating the following:

EXCEPT AS PERMITTED BY CHAPTER 18, ARTICLE V OF THE CITY OF LEESBURG CODE OF ORDINANCES, IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, OR POSSESS, IN ANY OPEN CONTAINER, ANY ALCOHOLIC BEVERAGE OUTSIDE OF BUT WITHIN 100 FEET OF ANY PART OF THIS STORE, INCLUDING PARKING LOTS. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

- (4) The owner or operator of any package store, or other establishment selling alcoholic beverages shall prominently post, on the outside of each entrance and on the inside of the main customer exit of each package store or other establishment selling alcoholic beverages and not duly licensed for on premises consumption, a legible sign with contrasting letters, stating the following:

EXCEPT AS PERMITTED BY CHAPTER 18, ARTICLE V OF THE CITY OF LEESBURG CODE OF ORDINANCES, IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, OR POSSESS, IN ANY OPEN CONTAINER, ANY ALCOHOLIC BEVERAGE IN THIS STORE OR WITHIN 100 FEET OF ANY PART OF THIS STORE, INCLUDING PARKING LOTS. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

- (c) *Area of applicability and exceptions.* For the purpose of this section the area within one hundred (100) feet of a club, restaurant, bar, package store, or other establishment selling alcoholic beverages, shall be the area within a one-hundred-foot radius of any part of such business, but shall not include any property lawfully used for a private residence or any area where possession or consumption of alcoholic beverages is specifically permitted by Chapter 18, Article V of this Code, any lawful license or permit.
- (d) *Penalties.* A violation of this section shall constitute a second degree misdemeanor and shall be punishable in accordance with F.S. § 562.45 prescribing punishment for a second degree misdemeanor as of the date of the infraction.

**Section 4. Text Amendment.** Chapter 18, of the City of Leesburg Code of Ordinances is amended to include the following:

## **Chapter 18 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

### **ARTICLE V. - DOWNTOWN ENTERTAINMENT DISTRICT**

#### **Sec. 18-123. - Purpose.**

The purpose of this article is to encourage the location of entertainment, retail, and restaurant uses in a limited defined area within the City hereafter referred to as the Downtown Entertainment District. The regulations within this article are enacted to foster and create a variety of amenities to be offered to the public in a convenient physical location which will promote pedestrian use with an attendant decrease in vehicular traffic; provide for more efficient and effective public safety enforcement in a defined area; foster a mutual relationship among

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businesses in the Downtown Entertainment District; promote patronage of businesses within the Downtown Entertainment District; and encourage private development of entertainment facilities which enhance and compliment the use of the public facilities in the Downtown Entertainment District.

**Sec. 18-124. - Downtown Entertainment District boundaries.**

The Downtown Entertainment District shall mean the area depicted in Exhibit "A" attached to the ordinance from which this article derives and is generally described as follows:

**Sec. 18-125. - Outside consumption of alcoholic beverages.**

(1) *On-street possession/consumption hours.* Outdoor or open possession and/or consumption of any alcoholic beverage within the Downtown Entertainment District dispensed by an establishment licensed to dispense alcoholic beverages is authorized Monday through Sunday between the hours of 10:00 a.m. and midnight.

(2) *One drink on-street limit.* Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a clear plastic container for removal from the premises, provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises, and no person shall remove at one time more than one such alcoholic beverage from the licensed premises.

(3) *Size limited to 16 ounces.* No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined Downtown Entertainment District, any open alcoholic beverage container which exceeds 16 fluid ounces in size.

(4) *Drinking from can, bottle or glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private, except pursuant to an approved sidewalk cafe agreement.

**Sec. 18-126.- Hours for music and entertainment.**

Music, singing and other forms of entertainment, whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Downtown Entertainment District, however, such outdoor music, singing and entertainment shall only be permitted between the hours of 10:00 a.m. and midnight. Entertainment provided in compliance with this section shall not be considered a public nuisance.

**Sec. 18-127.- Games, sporting events and entertainment.**

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Games, sporting events, artistic performances and other such forms of organized entertainment are encouraged and allowed within the downtown entertainment district, subject to compliance with all applicable safety regulations and approved through the permitting process.

**Secs. 18-128 -18-150. - Reserved.**

**Section 5. Severability and Conflicts.** The provisions of this ordinance are severable, and it is the intention of the City Commission to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

**Section 6. Effective Date and Effective Period.** This Ordinance shall take effect immediately upon its final adoption by the City Commission.

**Section 7. Incorporation into Code.** The provisions of this ordinance are intended to be incorporated into the City of Leesburg's Code of Ordinances, and sections of this Ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or any other word or phrase in order to accomplish such intention.

**PASSED AND ADOPTED** this 23rd day of September 2024 by the City Commission of the City of Leesburg, Florida.

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James A. Burry, Jr., Mayor

ATTEST:

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City Clerk

Approved as to form:

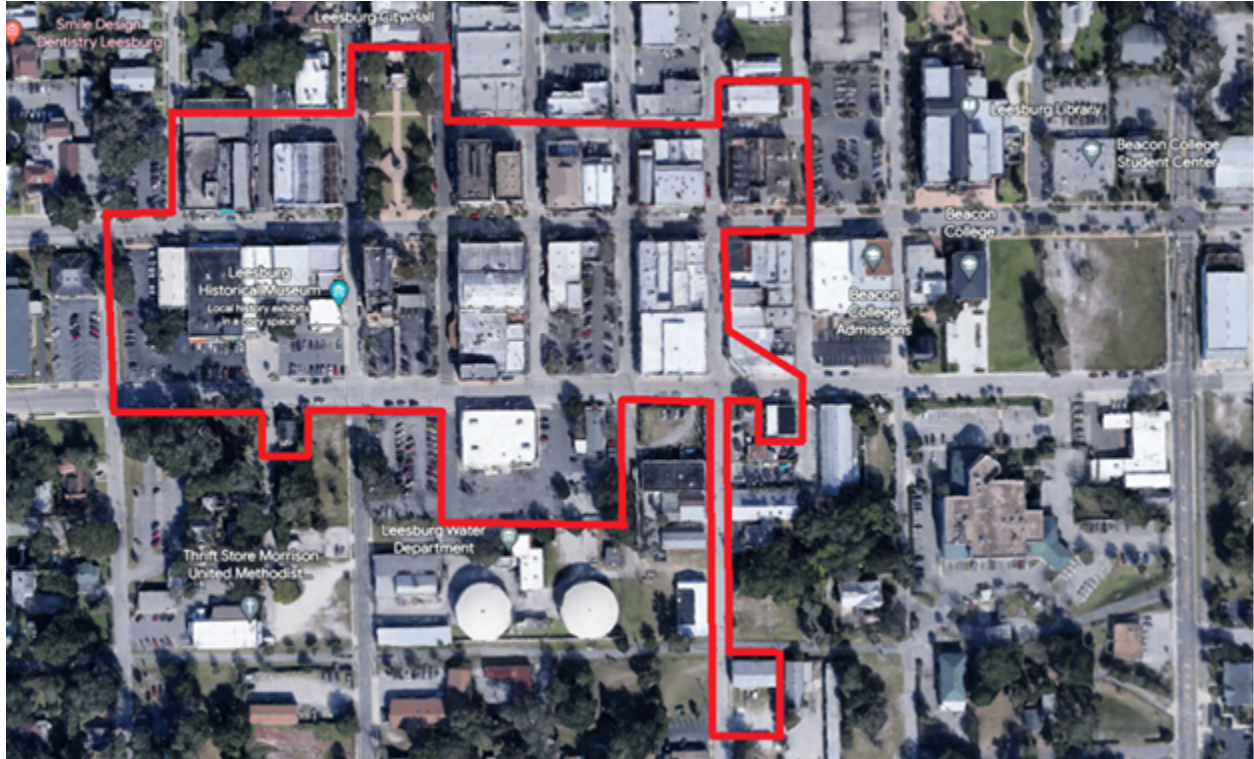
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William Grant Watson, City Attorney

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## EXHIBIT “A” - THE DOWNTOWN ENTERTAINMENT DISTRICT



**ORDINANCE NO. 2023- 52**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA  
AMENDING THE CITY CODE OF ORDINANCES BY  
AMENDING CHAPTER 5, SECTION 5-6, CONSUMPTION  
OF AND OPEN CONTAINERS PROHIBITED ON PUBLIC  
PROPERTY; EXCEPTIONS; AMENDING SEC. 5-6.2.  
CONSUMPTION OF OR POSSESSION OF ALCOHOL IN  
OPEN CONTAINERS NEAR STORE SELLING  
ALCOHOLIC BEVERAGES; AMENDING CHAPTER 18,  
STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; PROVIDING FOR INCLUSION IN THE  
CODE OF ORDINANCES; AND PROVIDING FOR AN  
EFFECTIVE PERIOD AND AN EFFECTIVE DATE.**

**WHEREAS**, The City of Leesburg desires to adopt regulations that will encourage and promote entertainment, use and enjoyment of public places, and patronage of businesses within the City; and

**WHEREAS**, consistent with the foregoing, the City of Leesburg has proposed these changes to Chapter 5, Sections 5-6, and 5-6.2, and Chapter 18 of the City Code and has determined that it is appropriate and in accordance with protecting and promoting the health, safety and welfare of the community.

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

**Section 1. Recitals.** The above recitals are adopted and incorporated herein by reference.

**Section 2. Text Amendment.** Chapter 5, Section 5-6 of the City of Leesburg Code of Ordinances shall be amended as follows:

**Sec. 5-6. Consumption of and open containers prohibited on public property; exceptions.**

- (a) It shall be unlawful for any person to consume, or to possess an open container of, any alcoholic beverage, including, but not limited to, beer and wine, upon any of the following properties used by the city: parks, beaches, athletic or sports facilities, playgrounds, properties, streets, alleys, or sidewalks; provided, that this section shall not apply to any property leased from the city on a short or long term basis, by private organizations or parties, civic clubs and the like. This provision shall not apply for those businesses with an approved sidewalk café agreement ratified by the city commission, within the area designated for an approved special event, where any group or individual has obtained a special event permit and has been authorized in the permit to sell or have sold alcoholic beverages, or within the Downtown Entertainment District in conformance with the requirements of Chapter 18, Article V of this Code.

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(b) It shall not be a violation of subsection (a) for a person to engage in the activity prohibited by subsection (a) if the activity meets one (1) of the following conditions:

- (1) The activity is a part of, and in an area designated for a special event. The consumption of alcoholic beverages upon a public street or other public area may be permitted as a part of that event, subject to the conditions imposed by this section and the permit.
- (2) The vendor/permittee of alcoholic beverages is duly licensed as such under the laws of Florida and has been granted a temporary permit, pursuant to this section, permitting such consumption to occur in a specified area as a part of a special event; however, in no event shall any permit be granted for consumption of alcoholic beverages within Rogers Park located on 9th Street.
- (3) The following conditions shall be met by the vendor/permittee:
  - (i) The area authorized for the sale of alcohol shall be directly adjacent to the main business premises of the vendor/permittee where alcohol is sold in the normal course of business.
  - (ii) A site plan shall be submitted delineating the area where the vendor/permittee proposes to sell or dispense alcohol, and that area shall be enclosed by a perimeter, such as a fence or tent, with a single point of ingress and egress, to control access to and from the area. A second point of ingress and egress may be permitted if the issue of appropriate access is a matter of the protection of the general peace, property, life or limb as determined by the fire marshal or law enforcement. The area shall also be included within the premises described in the beverage license issued to the vendor/permittee by the state as an area within which the vendor/permittee is permitted by the state to serve alcohol. The fire marshal will assign a maximum capacity to the area and the vendor/permittee shall enforce this maximum capacity and shall not allow it to be occupied at any time by more persons than the assigned maximum capacity.
  - (iii) The access point(s) into and out of the serving area shall be marked with signs informing patrons that alcoholic beverages are not to be taken past the perimeter of the area shown on the site plan, and the vendor/permittee shall staff the entrance with such personnel as are necessary to enforce this condition.
  - (iv) Alcohol shall be served only in plastic cups or plastic bottles, not in cans or in glass bottles, glasses or other glass containers.
  - (v) The vendor/permittee shall provide such additional restroom facilities (e.g. portable potties) as are sufficient to comply with the requirements of subsection (c) below. The permittee shall also provide sufficient trash receptacles to serve the patrons of the permittee so as to prevent the littering of cups, napkins and other debris.
  - (vi) The vendor/permittee shall obtain all necessary building permits and other licenses and approvals for any tent or other structure erected to facilitate use of the area covered by the permit. Under no circumstances shall any ground surface on public property or an easement be punctured or otherwise damaged by the placement or removal of any tent or other structure unless the vendor/permittee first has the appropriate qualified party perform an inspection for the purpose of locating, water, wastewater, electrical and gas lines and if such damage occurs the vendor/permittee

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- (4) All non-residential areas and uses, recreational areas and uses, areas of mixed use, and town centers within any age restriction development (ARD) zoning district. All special events held in the non-residential areas and uses, recreational areas and uses, and areas of mixed use within any age restricted development shall be exempt from the requirements in subsections 5-6(b)(1)-(3), (c).
- (5) The activity is conducted within the Downtown Entertainment District and in conformance with all requirements relating to the sale and possession of open containers and consumption of alcohol in the Downtown Entertainment District as set forth in Chapter 18, Article V of this Code.
- (c) Any individual or organization may submit a special event application to the city manager or designee requesting a special event permit granting an exception to subsection (a) for a special event or occasion in a specifically defined area on public property. The request must be submitted a minimum of one hundred (120) days prior to the beginning of the proposed event. The special event application must contain a detailed description of the special event proposed to be conducted. The city manager or his/her designee will coordinate review of the request by the police department and such other departments as the city manager shall designate. The city reserves the right to disapprove any such request and in doing so, may take the following into consideration: (1) whether any department determines the event to be inconsistent with the public interest or to have any adverse effect on the public safety, health, or welfare; (2) whether the event is compatible with the adjacent and surrounding land uses; (3) whether the hours of operation of the event would create a nuisance to residential areas nearby; (4) whether inspection by the building official, police chief or designee, fire chief or designee, or other authorized public official, determines that the site is insufficient to accommodate the anticipated number of attendees; (5) whether there is adequate parking available to accommodate the anticipated number of attendees; (6) whether an authorized public safety official determines that the site of the event does not meet requirements established for similar assemblies, established by law. For additional requirements regarding special events on public property, see chapter 26, Special Events, of this Code.

**Section 3. Text Amendment.** Chapter 5, Section 5-6.2 of the City of Leesburg Code of Ordinances shall be amended as follows:

**Sec. 5-6.2. Consumption of or possession of alcohol in open containers near store selling alcoholic beverages.**

- (a) *Definitions.* The following definitions shall apply for purposes of this section.
  - (1) *Alcoholic beverage* shall, for the purposes of this section only, mean any beverage containing more than one (1) percent of alcohol by volume.

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Words in underscored type are additions.



- (2) *Food store selling alcoholic beverages* shall mean any food or convenience store which has a license for package sales of alcoholic beverages from the Florida Division of Beverages and Tobacco in the classification of 1-APS, 2-APS, or PS.
  - (3) *Open container* means any bottle, can, cup, glass, or other receptacle containing any alcoholic beverage which is open, which has been opened, which has its seal broken, or which has had its contents partially removed.
  - (4) *Operator* shall mean any person physically present at a store defined in subsection (a)(2), (a)(6) or (a)(8) of this section who is managing said store or is otherwise in charge of its operation.
  - (5) *Owner* shall mean any person holding an occupational license for a store defined in subsection (a)(2), (a)(6) or (a)(8) of this section.
  - (6) *Package store* shall mean any store primarily engaged in the business of selling alcoholic beverages which has a license for package sales from the Florida Division of Beverages and Tobacco in the classification of 1-APS, or 2-APS, or any other PS licenses.
  - (7) *Person* shall mean any individual, firm, partnership, joint venture, syndicate or other group or combination acting as a unit association, corporation, or other legal entity and shall include the plural as well as the singular.
  - (8) *Bar* shall mean any business primarily engaged in the sale of alcoholic beverages for consumption on premises, holding a license for such purpose from the Florida Division of Alcoholic Beverages and Tobacco, in the classification of 1-COP, 2-COP, or any other COP licenses that excludes SRX.
  - (9) *Restaurant* shall, for the purposes of this section only, mean any business holding a license for the sale of alcoholic beverages, issued by the Florida Division of Alcoholic Beverages and Tobacco, in the sub-classification of SRX.
  - (10) *Club* shall mean any private club of other facility or business holding a license from the Florida Division of Alcoholic Beverages and Tobacco, for the sale of alcoholic beverages, as a private club under the provisions of Section 7A-3.019 of the Florida Administrative Code, as amended from time to time, or any successor section of such code.
- (b) *Public nuisance, unlawful acts.*
- (1) It is a public nuisance and shall be unlawful and in violation of this section for any person to consume any alcoholic beverages outside of but within one hundred (100) feet of any club, restaurant, bar, package store, or food store selling alcoholic beverages, except as otherwise authorized by Sec. 5-6(b) above.
  - (2) It is a public nuisance and shall be unlawful and in violation of this section for any person to possess an open container of alcoholic beverages while stopping, standing, or remaining outside of but within one hundred (100) feet of any club, restaurant, bar, package store, or food store selling alcoholic beverages, except as otherwise authorized by Sec. 5-6(b) above
  - (3) The owner or operator of any club, restaurant, bar, package store, or other establishment selling alcoholic beverages shall prominently post, on the outside of each entrance and

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on the inside of the main customer exit of each bar, package store, or other establishment selling alcoholic beverages and duly licensed for on premises consumption, a legible sign with contrasting letters, stating the following:

EXCEPT AS PERMITTED BY CHAPTER 18, ARTICLE V OF THE CITY OF LEESBURG CODE OF ORDINANCES, IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, OR POSSESS, IN ANY OPEN CONTAINER, ANY ALCOHOLIC BEVERAGE OUTSIDE OF BUT WITHIN 100 FEET OF ANY PART OF THIS STORE, INCLUDING PARKING LOTS. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

- (4) The owner or operator of any package store, or other establishment selling alcoholic beverages shall prominently post, on the outside of each entrance and on the inside of the main customer exit of each package store or other establishment selling alcoholic beverages and not duly licensed for on premises consumption, a legible sign with contrasting letters, stating the following:

EXCEPT AS PERMITTED BY CHAPTER 18, ARTICLE V OF THE CITY OF LEESBURG CODE OF ORDINANCES, IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, OR POSSESS, IN ANY OPEN CONTAINER, ANY ALCOHOLIC BEVERAGE IN THIS STORE OR WITHIN 100 FEET OF ANY PART OF THIS STORE, INCLUDING PARKING LOTS. VIOLATORS ARE SUBJECT TO ARREST AND PROSECUTION.

- (c) *Area of applicability and exceptions.* For the purpose of this section the area within one hundred (100) feet of a club, restaurant, bar, package store, or other establishment selling alcoholic beverages, shall be the area within a one-hundred-foot radius of any part of such business, but shall not include any property lawfully used for a private residence or any area where possession or consumption of alcoholic beverages is specifically permitted by Chapter 18, Article V of this Code, any lawful license or permit.
- (d) *Penalties.* A violation of this section shall constitute a second degree misdemeanor and shall be punishable in accordance with F.S. § 562.45 prescribing punishment for a second degree misdemeanor as of the date of the infraction.

**Section 4. Text Amendment.** Chapter 18, of the City of Leesburg Code of Ordinances is amended to include the following:

## **Chapter 18 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

### **ARTICLE V. – DOWNTOWN ENTERTAINMENT DISTRICT**

#### **Sec. 18-123. – Purpose.**

The purpose of this article is to encourage the location of entertainment, retail, and restaurant uses in a limited defined area within the City hereafter referred to as the Downtown Entertainment District. The regulations within this article are enacted to foster and create a variety of amenities to be offered to the public in a convenient physical location which will promote pedestrian use with an attendant decrease in vehicular traffic; provide for more efficient and effective public safety enforcement in a defined area; foster a mutual relationship among

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businesses in the Downtown Entertainment District; promote patronage of businesses within the Downtown Entertainment District; and encourage private development of entertainment facilities which enhance and compliment the use of the public facilities in the Downtown Entertainment District.

**Sec. 18-124. – Downtown Entertainment District boundaries.**

The Downtown Entertainment District shall mean the area depicted in Exhibit “A” attached to the ordinance from which this article derives and is generally described as follows:

**Sec. 18-125. – Outside consumption of alcoholic beverages.**

(1) *On-street possession/consumption hours.* Outdoor or open possession and/or consumption of any alcoholic beverage within the Downtown Entertainment District dispensed by an establishment licensed to dispense alcoholic beverages is authorized Monday through Sunday between the hours of 10:00 a.m. and midnight.

(2) *One drink on-street limit.* Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a clear plastic container for removal from the premises, provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises, and no person shall remove at one time more than one such alcoholic beverage from the licensed premises.

(3) *Size limited to 16 ounces.* No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined Downtown Entertainment District, any open alcoholic beverage container which exceeds 16 fluid ounces in size

(4) *Drinking from can, bottle or glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private, except pursuant to an approved sidewalk café agreement.

**Sec. 18-126.- Hours for music and entertainment.**

Music, singing and other forms of entertainment, whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Downtown Entertainment District, however, such outdoor music, singing and entertainment shall only be permitted between the hours of 10:00 a.m. and midnight. Entertainment provided in compliance with this section shall not be considered a public nuisance.

**Sec. 18-127.- Games, sporting events and entertainment.**

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Games, sporting events, artistic performances and other such forms of organized entertainment are encouraged and allowed within the downtown entertainment district, subject to compliance with all applicable safety regulations and approved through the permitting process.

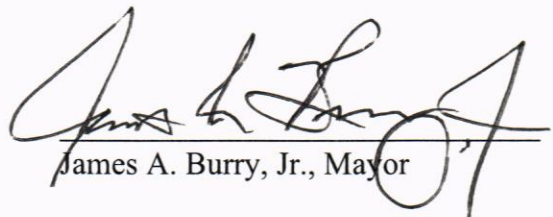
**Secs. 18-128 – 18-150. – Reserved.**

**Section 5. Severability and Conflicts.** The provisions of this ordinance are severable, and it is the intention of the City Commission to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

**Section 6. Effective Date and Effective Period.** This Ordinance shall take effect immediately upon its final adoption by the City Commission and shall expired on August 28, 2024, at which time Section 5.6, Section 5-6.2 and Sections 18.126-150 of the Code of Ordinances shall revert to its text as it existed prior to passage of this Ordinance.

**Section 7. Incorporation into Code.** The provisions of this ordinance are intended to be incorporated into the City of Leesburg's Code of Ordinances, and sections of this Ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or any other word or phrase in order to accomplish such intention.

**PASSED AND ADOPTED** this 28th day of August, 2023 by the City Commission of the City of Leesburg, Florida.



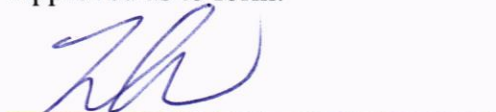
James A. Burry, Jr., Mayor

ATTEST:



City Clerk

Approved as to form:



William Grant Watson, City Attorney

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# **Business Impact Estimate**

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

**ORDINANCE NO. 2024-**

**An ordinance of the City of Leesburg, Florida, amended the City Code of Ordinances by amending Chapter 5, Section 5-6, Consumption of and Open Containers prohibited on public property; Exceptions; Amending Sec. 5-6.2 Consumption of or Possession of Alcohol in Open Containers near store selling Alcoholic Beverages; amending Chapter 18, Street, Sidewalks, and other Public Places; Providing for Severability; Providing for Conflicts; Providing for Inclusion in the Code of Ordinances; and Providing for an Effective Period and an Effective Date.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

**The purpose and intent of this Ordinance is to encourage and promote entertainment, use, and enjoyment of public places, and patronage of businesses within the City.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur; **None.**  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and **No.**  
(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs. **No direct cost to the City is anticipated.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: 10-15

4. Additional information the governing body deems useful (if any): **N/A**



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.1.

**Meeting Date:** September 23, 2024

**From:** Dan Miller, (Planning and Zoning Director)

**Subject:** An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 208.5 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 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. (Lake Bright/Brighurst ANNX)

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### Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 208.5 +/- acres.

### Analysis:

The applicant has submitted a request for annexation of approximately 208.5 +/- acres, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, as shown on the attached General Location Map. At this time, the property is partially developed with a residential use, and undeveloped agricultural acreage. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to connect to city utilities and develop under City Zoning and Future Land Use regulations.

The proposal for the property is 518 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities. The property is surrounded by Lake County A (Agriculture), AR (Agricultural Residential), RA (Ranchette District); and City of Leesburg PUD (Planned Unit Development).

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had a recommendation for approval, as conditioned, from P&Z Staff, and a recommendation for **denial** of the request as proposed at the Planning Commission at the public hearing held on August 22, 2024.



**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 of this property due to increased ad valorem tax revenue.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 208.5 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 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. (LAKE BRIGHT/BRIGHURST ANNEX)**

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

**Section 1**

Based upon the petition of Ben Snyder, Hanover Land Company, Petitioner, "Permittee" 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 here by is assigned to City Commission District 3.;

**Section 3.**

All ordinances or parts of ordinances in conflict with 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Lake Bright/Brighurst** – East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane  
ANNX-24-232, LSCP-24-233, PUD-24-234  
AK#: 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Legal Description Taken from Application  
Tuesday, July 16, 2024

LEGAL DESCRIPTIONS:

PARCEL 1 O.R. BOOK 2460, PG, 269

E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW 1/4 OF NE 1/4 DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW 1/4 THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE 1/4 OF NW 1/4 AND SAID SW 1/4 OF NE 1/4 A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTHLINE OF SAID SW 1/4 OF NE 1/4; THENCE WEST WITH THE SOUTHLINES OF SAID SW 1/4 OF NE 1/4 AND SAID SE 1/4 OF NW 1/4 THENCE NORTH WITH THE LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING  
AND

THE SOUTH 420.26 FEET OF THE EAST 1/2 OF THE SW 1/4 OF NW 1/4

PARCEL 2

, LESS AND EXCEPT THE FOLLOWING:

O.R. Book 1349 Page 0146

A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING--DESCRIBED CENTERLINE:

FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST 1/2 A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30' 12.9" A DISTANCE OF 41.91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13.8" A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861.43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33.

**Lake Bright/Brighurst** – East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane  
ANNX-24-232, LSCP-24-233, PUD-24-234  
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PARCEL 3  
O.R. BOOK 1509, PAGE 1867

PARCEL A

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL B

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

PARCEL 4  
O.R. BOOK 3370 PAGE 1207

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

**Lake Bright/Brighurst** – East of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane  
ANNX-24-232, LSCP-24-233, PUD-24-234  
AK#s: 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
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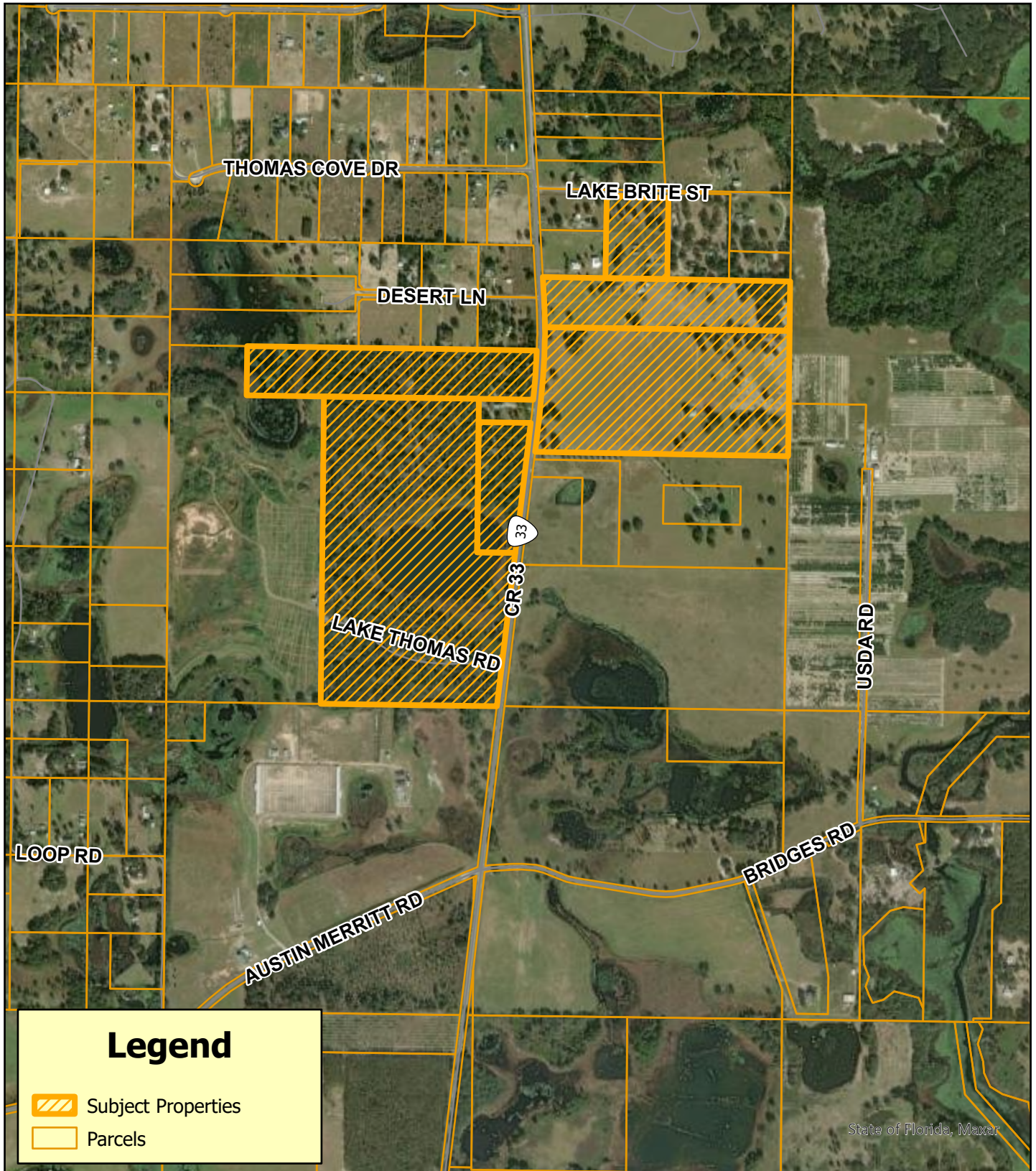
PARCEL 5  
O.R. BOOK 4077 PAGE 2208

FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION, 836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EAST LINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

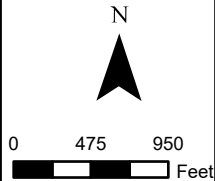
TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET. LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING.



# Extended Aerial



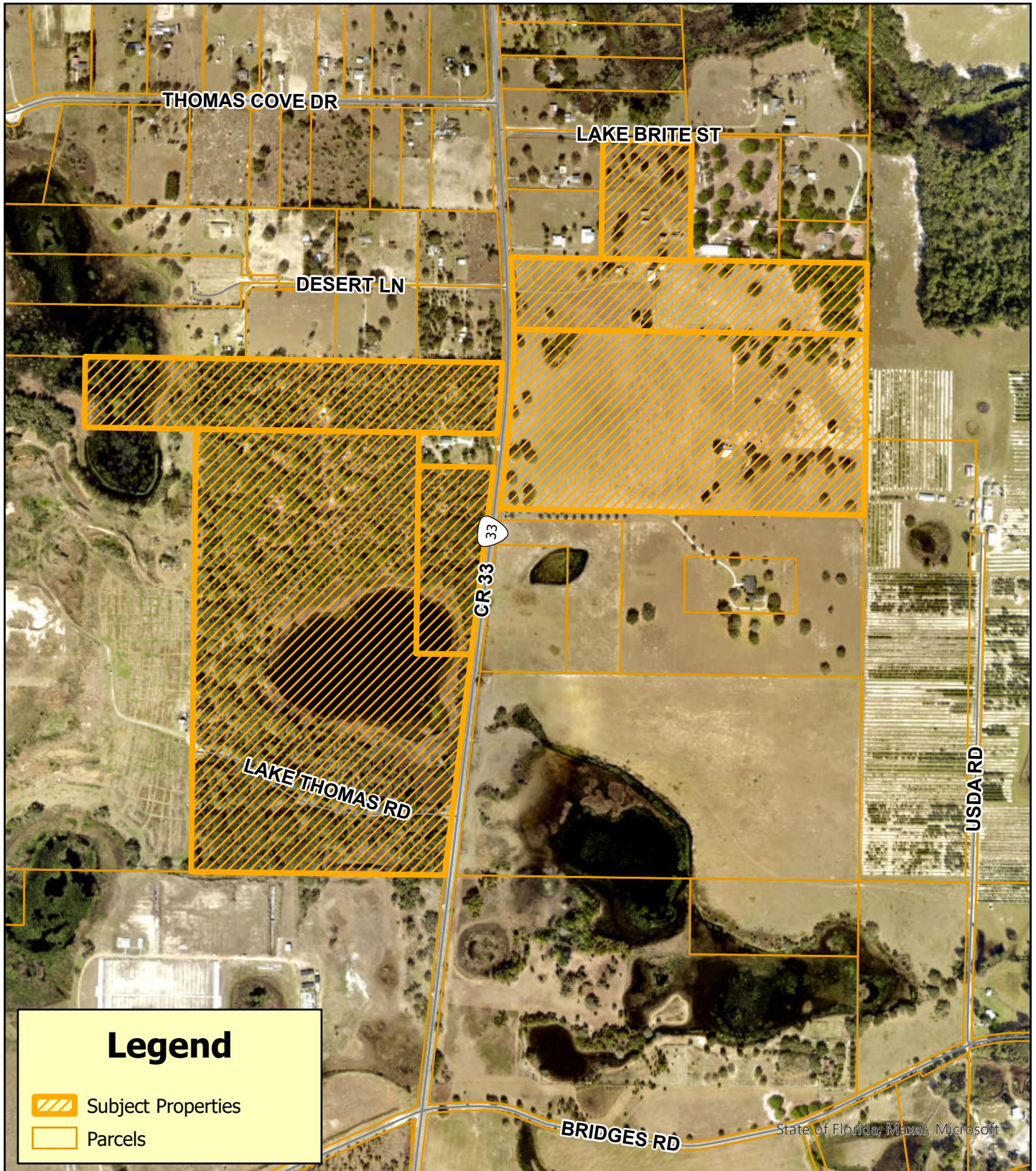
**Planning  
& Zoning  
Division**



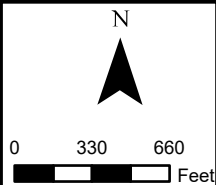
Lake Bright/Brighurst CR 33  
(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 11, 2024



# Aerial



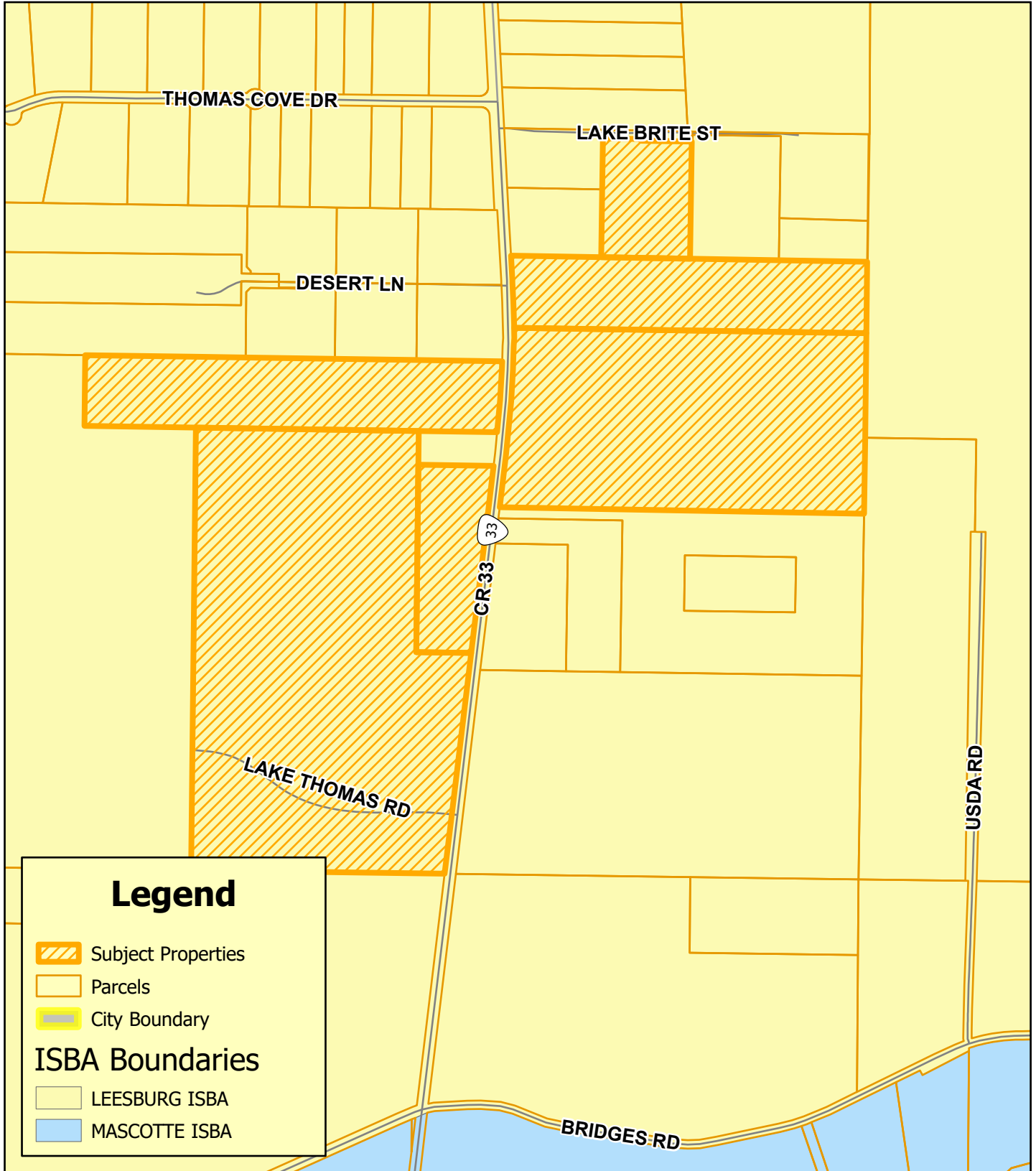
**Planning  
& Zoning  
Division**



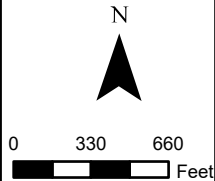
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July 11, 2024



# City Boundary and ISBA

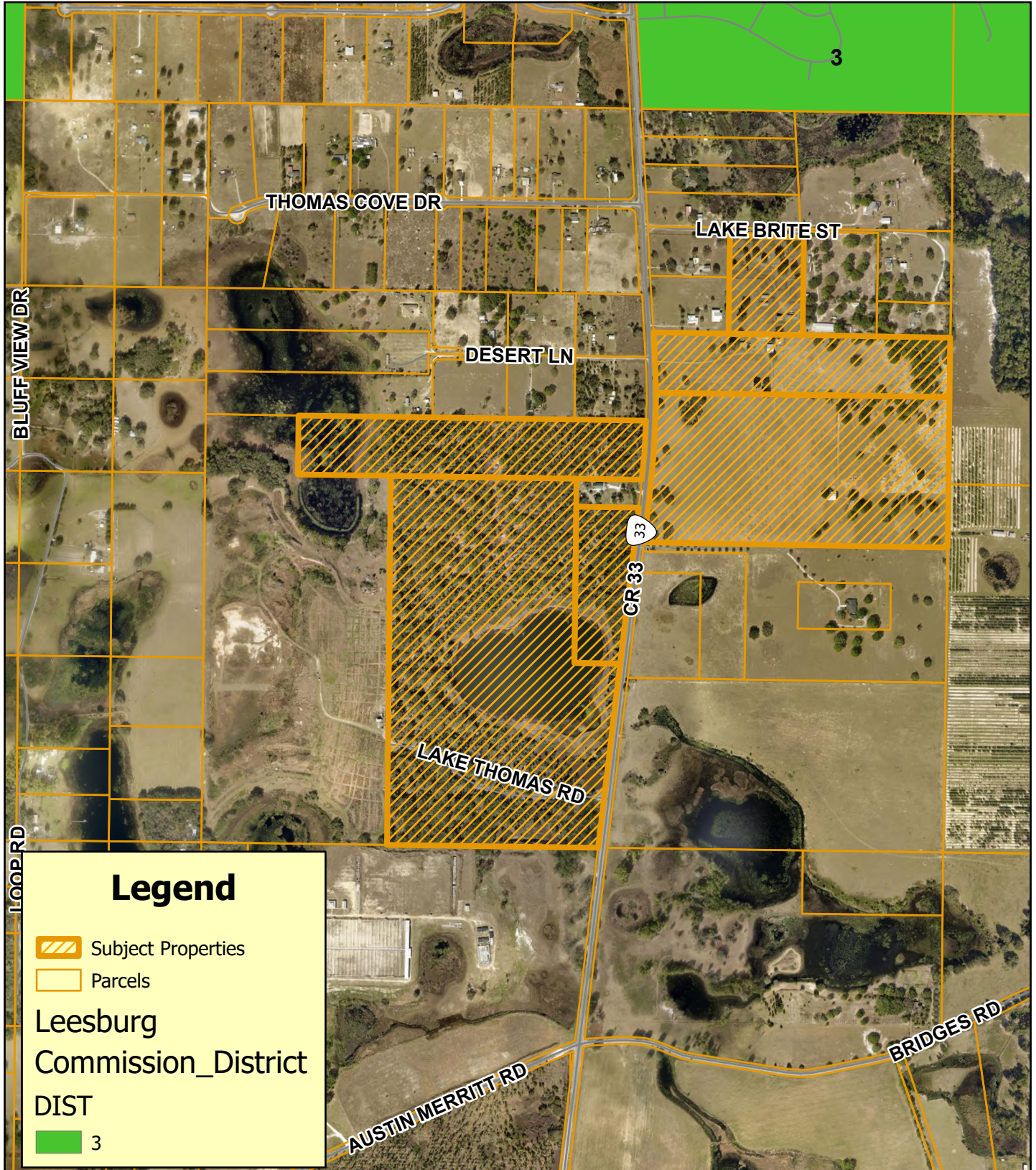


**Planning  
& Zoning  
Division**

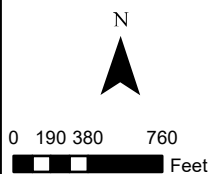


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Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 11, 2024

# Commission District



**Planning  
& Zoning  
Division**



Lake Bright/Brighurst CR 33  
(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.2.

**Meeting Date:** September 23, 2024

**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 208.5 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst LSCP)

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### Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment to the City's Future Land Use Map on 208.5 +/- acres from Lake County Rural to City of Leesburg Estate Residential. However, the Planning Commission recommended **DENIAL**, by a vote of 6-1, citing concerns about increased traffic, housing density, total number of housing units and the need for solid wall buffering, due to nearby animal/farming operations.

### Analysis:

The project site is approximately 208.5 acres. The property is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane. Currently, the property is residential and agricultural acreage. The proposed use is for single-family residential development. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Conservation, and City of Leesburg Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential.

The Planning Commission held a public hearing on the application on August 22, 2024, recommending **DENIAL**, by a vote of 6-1, of the Future Land Use Map amendment, as noted in the Staff Recommendation above.

### Procurement Analysis:

N/A

### Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural 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.

**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 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, LYING IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT/BRIGHURST LSCP)**

**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 their recommendation of denial of the Plan, as proposed, known to the City Commission; 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 208.5 acres of land generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, as shown on the revised map of said area, lying in Section 3, Township 21 South, Range 24 East, Lake County Florida;

**Section 2.**

That this amendment is hereby transmitted to the Florida Department of Commerce 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 with 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

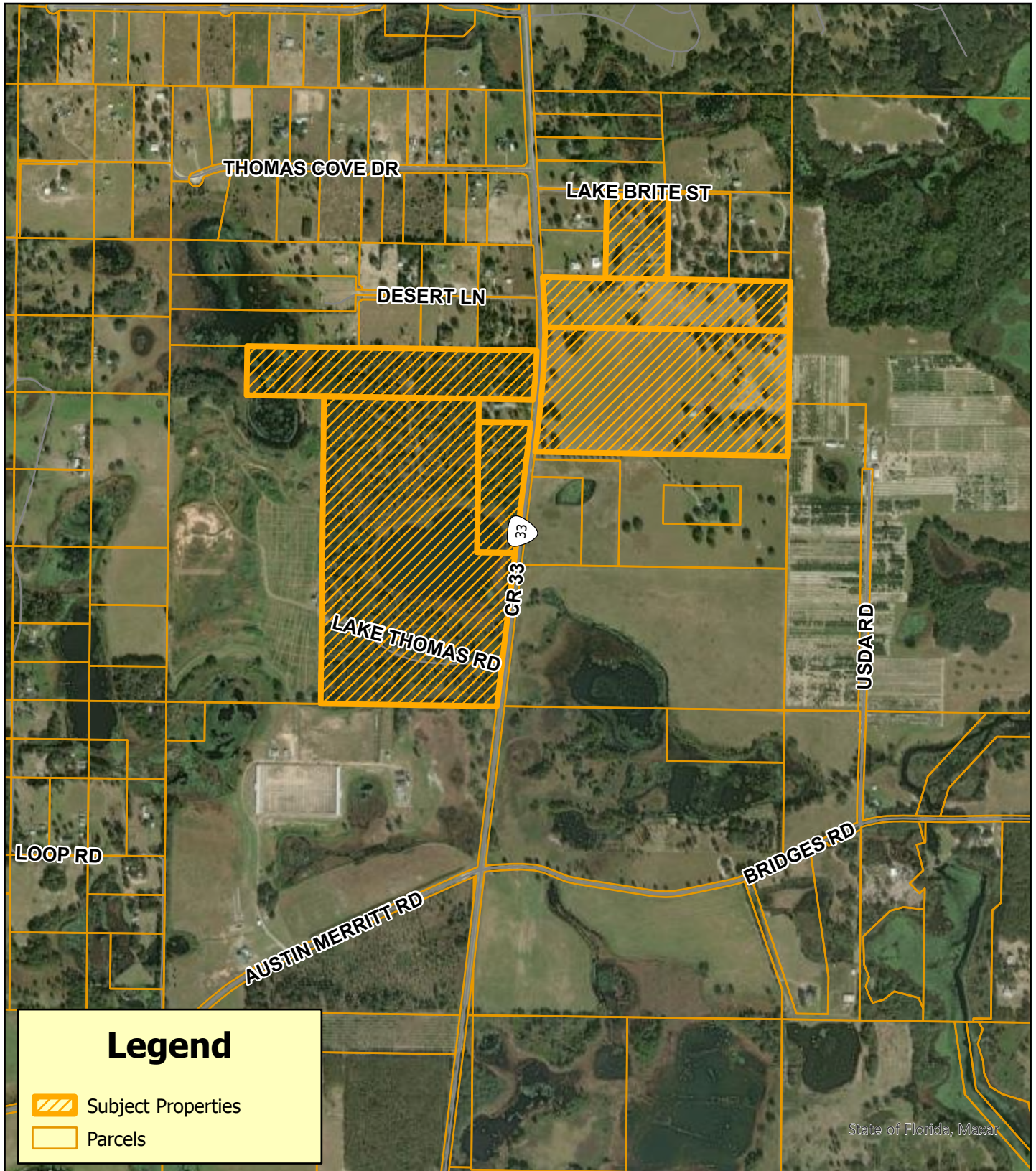
**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# Extended Aerial

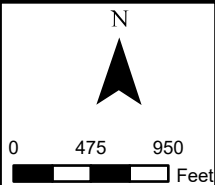


## Legend

-  Subject Properties
-  Parcels



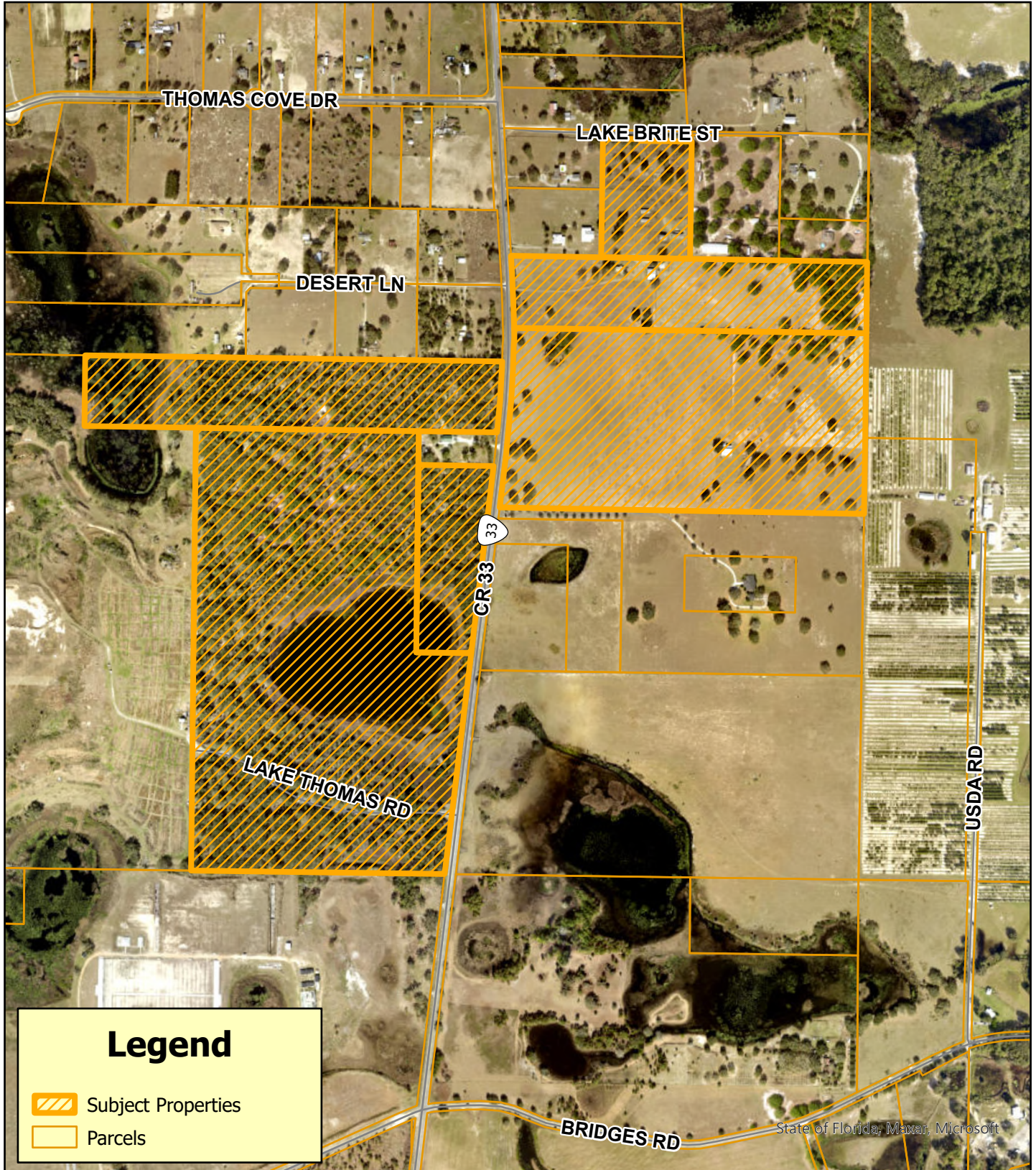
**Planning  
& Zoning  
Division**



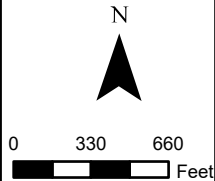
Lake Bright/Brighurst CR 33  
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July 11, 2024



# Aerial



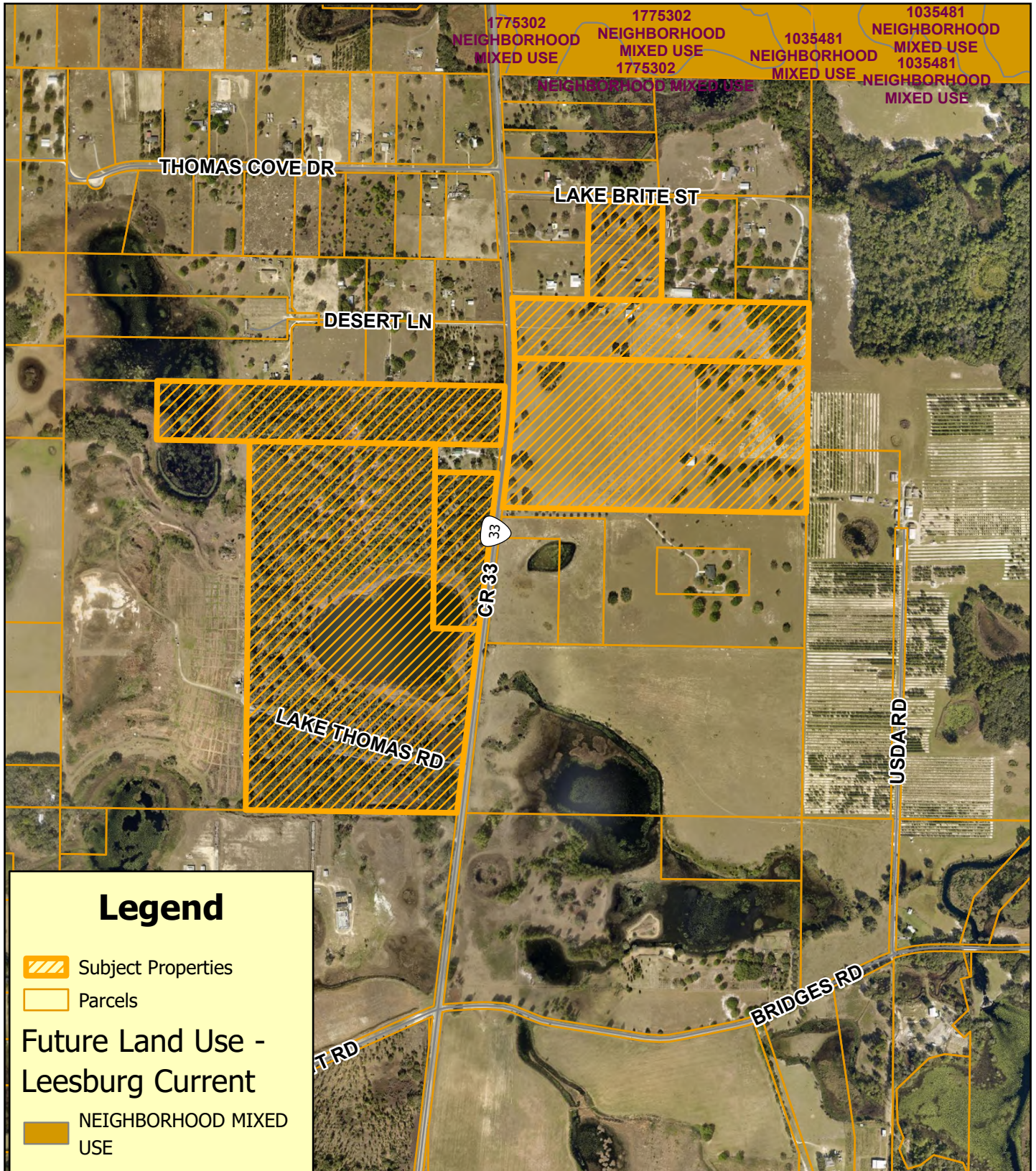
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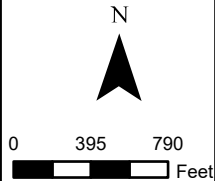
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# City of Leesburg Future Land Use



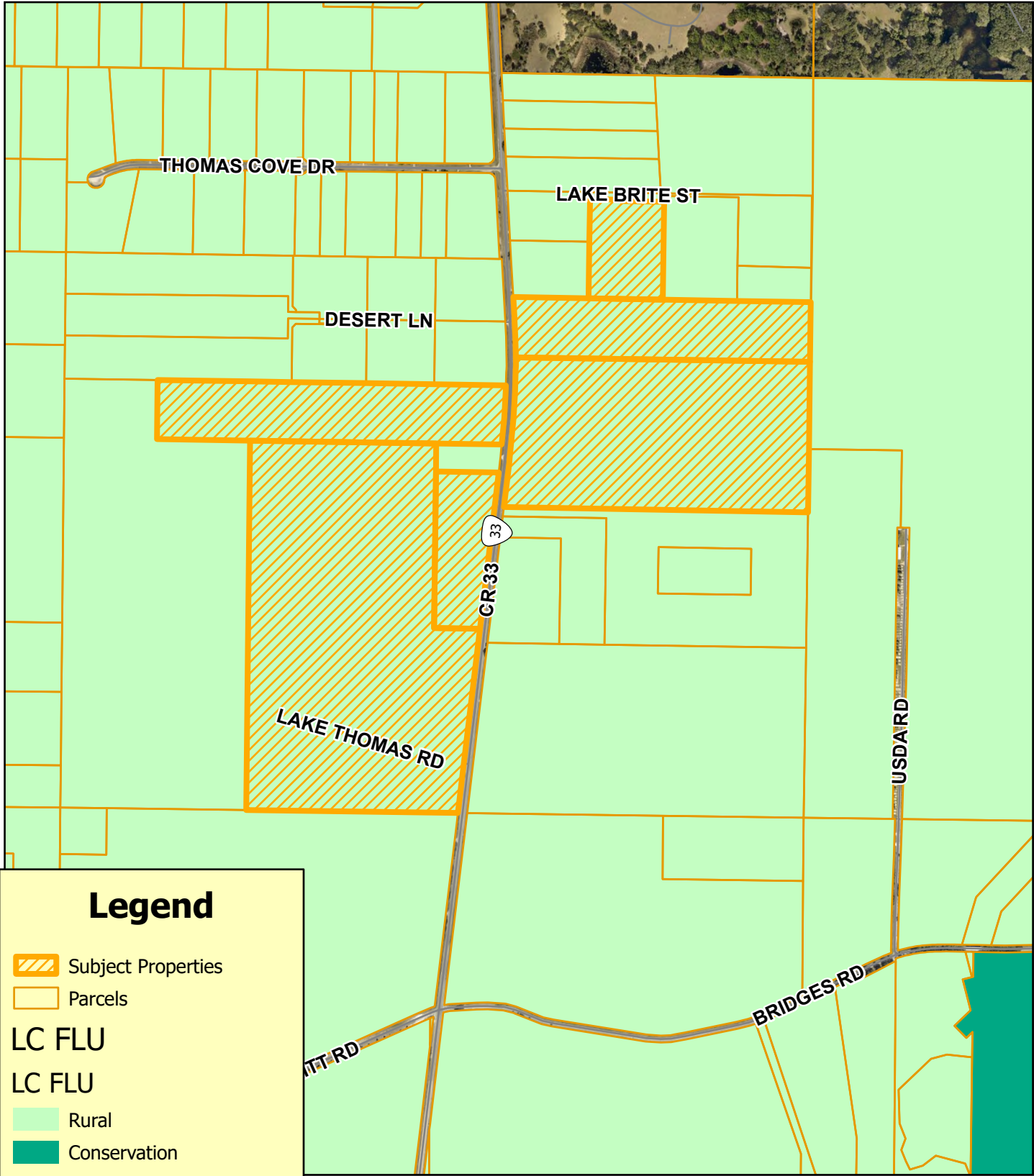
**Planning  
& Zoning  
Division**



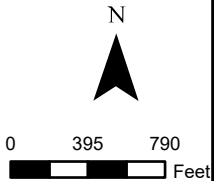
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July 11, 2024



# Lake County Future Land Use

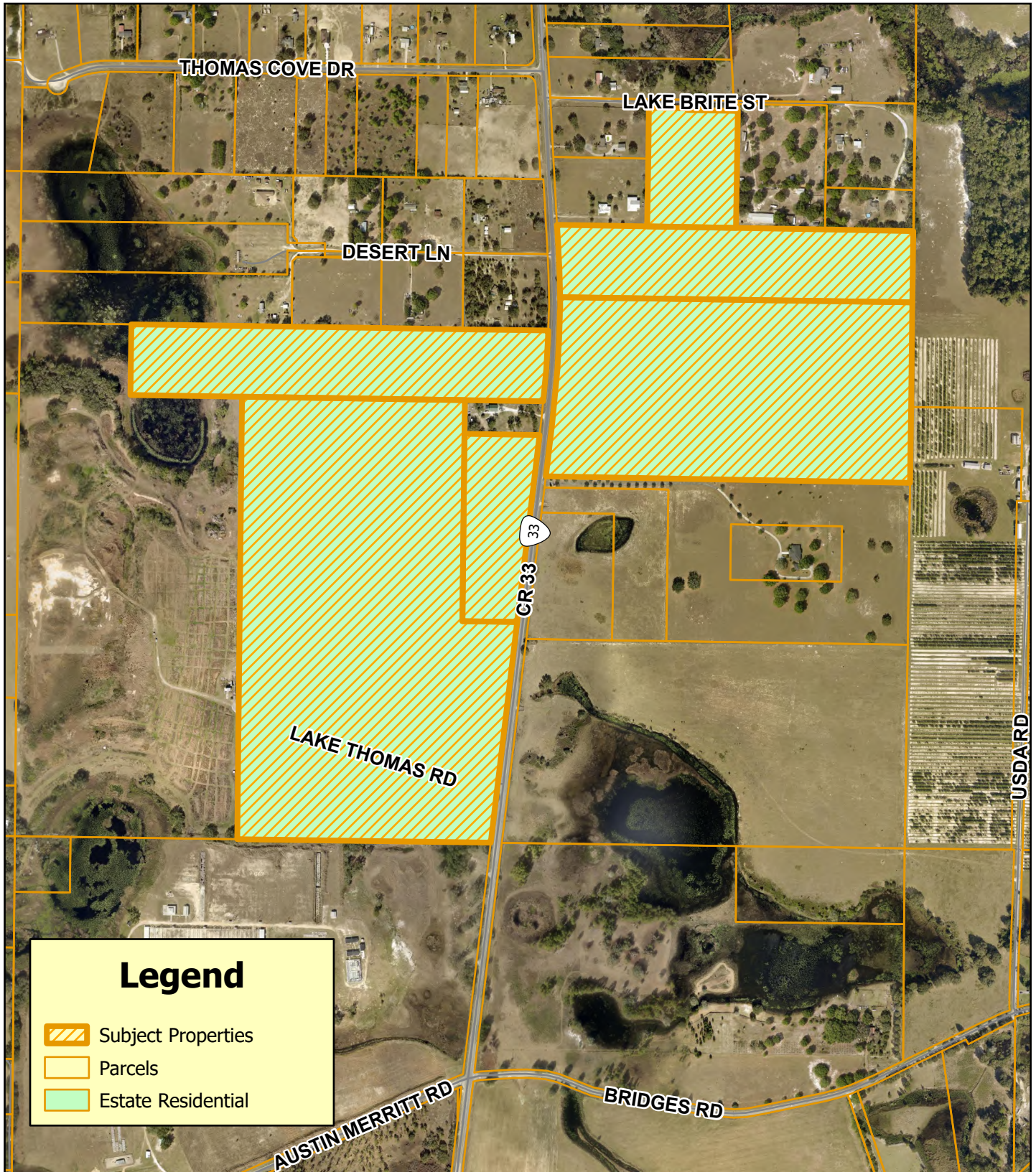


**Planning  
& Zoning  
Division**

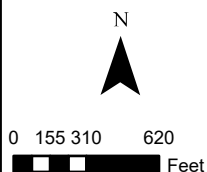


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(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 11, 2024

# Proposed Future Land Use



**Planning  
& Zoning  
Division**



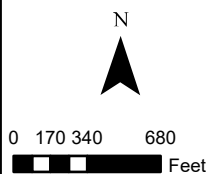
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(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024



# Surrounding Land Use



**Planning  
& Zoning  
Division**



Lake Bright/Brighurst CR 33  
(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024





DRAFT SUMMARY MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY HALL

THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22<sup>nd</sup>, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman  
Nathaniel Sanders – Vice-Chairman  
Ted Bowersox  
John O’Kelley  
Frazier Marshall  
Stewart Kaplan  
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19<sup>th</sup>, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett called for the fifth item to be brought forward.

**PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12<sup>TH</sup>, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).



Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining capacity; final study will be completed by the time of the City Commission hearing on September 23<sup>rd</sup>, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.

The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.

Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

**Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders' motion died on the floor for lack of a SECOND.**

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

**PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND**

**READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER  
12<sup>TH</sup>, 2024) (Lake Bright/Brighurst PUD)**

**Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.**

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Nay |

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

**Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.**

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner (Vice Chairman) Sanders | Nay |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23<sup>rd</sup> City Commission; but to check with Planning and Zoning office to ensure the correct date and time.

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.3.

**Meeting Date:** September 23, 2024

**From:** Dan Miller, (Planning and Zoning Director)

**Subject:** An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 208.5 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as legally described in Section 3, Township 21 south, Range 24 east, Lake County, Florida; and providing an effective date. (Lake Bright/Brighurst PUD)

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### Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development). However, the Planning Commission recommended **DENIAL**, by a vote of 6-1, citing concerns about increased traffic, housing density, total number of housing units and the need for solid wall buffering, due to nearby animal/farming operations.

### Analysis:

The project site is approximately 208.5 +/- acres, and is generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane as shown on the attached maps. At this time, the property is partially developed with residential uses, and undeveloped agricultural acreage. The proposal will allow for 518 single-family residential lots, comprised of 50' x 120' and 60' x 120' lots, with associated amenities. The existing land uses surrounding the property are Pasture Improved; Residential; Pasture Improved Hay Acreage; Non-Agricultural Acreage; and Government. The developer will be required to connect to City of Leesburg utilities, at their expense.

The Planning Commission held a public hearing on the application on August 22, 2024, recommending **DENIAL**, by a vote of 6-1, of the proposed rezoning to PUD, as noted in the Recommendation above.

### Procurement Analysis:

N/A

### Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or,
2. Other such action as the Commission may deem appropriate.

**Fiscal Impact:**

New development on 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, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE BRIGHT/BRIGHURST PUD)**

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

**Section 1.**

Based upon the petition of Ben Snyder (Hanover Land Company, Petitioner) for 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 PUD (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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**LAKE BRIGHT-BRIGHURST CR 33  
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT  
August 22, 2024**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** 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 approximately 208.5 acres containing a maximum of 518 detached single-family residential units, generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

**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, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

**CONDITIONS**

The following conditions shall apply to the development proposed herein. If 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** is hereby granted to **Hanover Land Company, 605 Commonwealth Avenue, Orlando, FL 32803 (Ben Snyder, Petitioner), "Permittee"** 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 USE

The above-described property, containing approximately 208.5 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

#### A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office 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.

#### B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

### 4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 518 detached single-family residential units, at a gross density of 2.48, not to exceed units per acre on the approximately 208.5-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

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. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
  - a. A maximum of 405 lots shall have a minimum lot width of fifty (50) feet.
  - b. Minimum house size: 1,600 square feet living area.
  - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
  - d. Minimum lot size shall be 6,000 square feet.

- e. Minimum lot width 50 feet
  - f. Minimum lot depth 120 feet
  - g. Minimum building setbacks:
    - Front – 25 feet;
    - Porch – 20 feet (porch must be a minimum width of 5 feet).
    - Rear – 18 feet;
    - Side – 5 feet;
    - Corner Side – 15 feet.
2. For 60-foot lots:
- a. No less than 113 lots shall have a minimum lot width of sixty (60) feet.
  - b. Minimum house size: 1,700 square feet.
  - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
  - d. Minimum lot size shall be 7,200 square feet.
  - e. Minimum width 60 feet
  - f. Minimum depth 120 feet
  - g. Minimum building setbacks:
    - Front – 25 feet;
    - Porch – 20 feet (porch must be a minimum width of 5 feet).
    - Rear – 18 feet;
    - Side – 5 feet;
    - Corner Side – 15 feet.
3. For all structures:
- a. Each residential structure shall have a minimum two car garage.
  - b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
  - c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
  - d. Maximum building height: two (2) stories or 35 feet.
  - e. 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.
  - f. 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.
  - g. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
  - h. 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 five (5) 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 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 shall be permitted subject to the provision of at least five (5) 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.
  4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director, or designee.

- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. 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 E**, attached hereto.

**6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- C. A split-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be installed shall be installed along the entirety of the CR-33 frontage of the properties, and along all other development boundaries, wherever there are adjacent properties under different ownership and existing opaque tree and vegetation cover is absent. The split- rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.
  - (a) The four (4) foot fence required herein may be substituted for the below fence types, or as shown in Exhibit F, Representative Fence Examples:
    - (i) Six (6) foot brick-style opaque material wall or fence; or
    - (ii) Six (6) foot stone-style opaque material wall or fence.
- D. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.
- E. Fencing required along the development’s boundary may be substituted for existing tree coverage in the buffer, or the addition of opaque canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.
- F. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

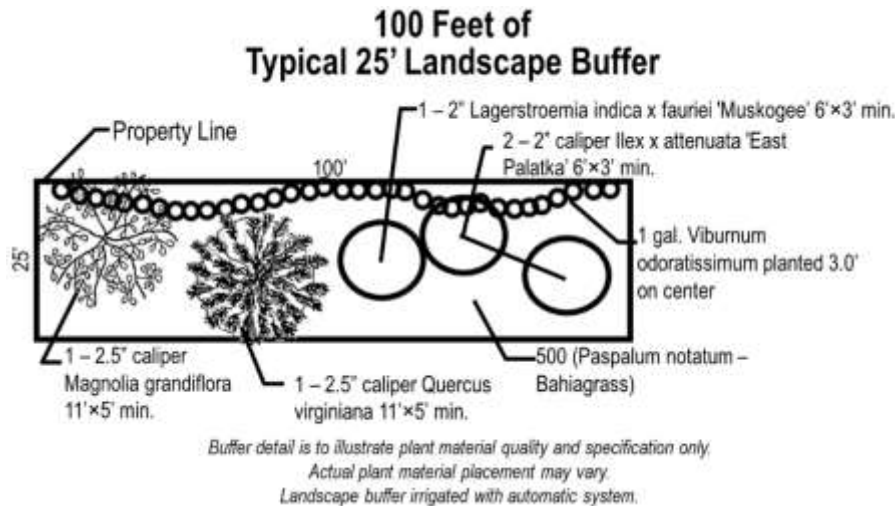


- G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- H. All landscaping and buffering shall be in accordance with regulations contained within the City 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                                                                                                                                                                                                                  |
| <b>Optional Ornamental Trees (per 100 l.f.)</b> | 3 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                 | 2" cal, 7' overall height                                                                                                                                                                                                                   |
| <b>Shrub Screen (per 100 l.f.)</b>              |                                                                                                                                                                                                                                             |
| 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**



- I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.

- J. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- K. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- L. 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. The tree survey shall be completed by a licensed surveyor.

## 7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of at least three (3) primary access points on County Road 33, one (1) for the development east of CR 33, and two (2) for the development west of CR 33, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during 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 to site plan application review process.
- B. The primary access points on County Road 33 shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
  - 1. 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, 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.
  - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required

roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.

3. 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.
- C. The development east of CR 33 shall also provide a gated, stabilized emergency access onto CR 33, designed to allow emergency vehicles to access the development, and pursuant to Lake County approval and other applicable jurisdictional requirements.
- D. 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.
- E. Each required primary 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 may be used for signage per City of Leesburg Code of Ordinances, as amended.
- F. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, as needed, to allow for connection points between this development and future development of adjacent properties.

## 8. 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 required sidewalks, recreation paths, etc.
- B. A traffic/transportation study 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.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally 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 legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. 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. As a condition of accepting the roadway 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 and may require bonds or other financial assurance of maintenance for some period of time.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

## 9. UTILITIES

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:

- A. 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. 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.

- C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:
  - 1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
  - 2. A natural gas water heater and natural gas stove, or natural gas dryer.
- D. 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.

#### **10. STORMWATER/DRAINAGE MANAGEMENT**

- A. 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 or property owners association is an acceptable maintenance entity.
  - (d) The existing 100-year flood plain on the property 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.
- B. 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.
  - 1. 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.
  - 2. 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.
- C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

#### **11. 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.

## **12. IRRIGATION & WATER USAGE**

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, 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.

## **13. RECREATIONAL REQUIREMENTS**

- A. Recreational development provided on the site may 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 (103,600 square feet), or 2.38 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, per development side adjacent to CR 33 – one primary area for the eastern development, and one primary area for the western development – to include a swimming pool and

cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units, for each side of the development (east and west of CR 33).

- 1) Retention parks may be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
- 2) A trail shall be constructed around a dry retention/flood compensation park, or wetland feature, for each side of the development (east and west of CR 33). This trail shall be provided as seen on the attached **Exhibit C**.

C. 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.

- D. Active recreational activity space shall be credited 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.

#### **14. 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 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.

#### **15. 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 review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only 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. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

## **16. MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
  - 1. Variations to the requirements of this PUD Agreement herein, with the exception of total number of units permitted, lot size requirements, and prohibited uses, which do not exceed 10% of the total measurement or calculation of the adopted amount in question, and do not conflict with the overall intent of the PUD Agreement & Conditions at the time of adoption, may be approved by the Planning & Zoning Director, pursuant to City of Leesburg Code of Ordinances Sec. 25-279 (2) *Minor changes*.
- 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 these PUD Conditions of Approval 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.

## **17. LEVELS OF SERVICE**

- 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 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

1. Projected Capacities

- i. 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.
- ii. 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.

C. Commitment of Capacity

1. There are no 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.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

## EXHIBIT B

## LEGAL DESCRIPTION

### PARCEL 1

O.R. BOOK 2460, PG, 269

E-1/2 OF SW-1/4; AND THAT PORTION OF THE NW-1/4 OF SE-1/4 LYING WEST OF THE RIGHT-OF-WAY LINE OF STATE ROAD NO. 33 (FORMERLY STATE HIGHWAY NO. 2), LESS THE NORTH 200 FEET THEREOF; AND

THAT PORTION OF THE SE-1/4 OF NW-1/4 AND THE SW 1/4 OF NE 1/4 DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SE-1/4 OF NW-1/4 900 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SE-1/4 OF NW 1/4 THENCE RUN EAST PARALLEL WITH THE SOUTH LINES OF SAID SE 1/4 OF NW 1/4 AND SAID SW 1/4 OF NE 1/4 A DISTANCE OF 1810 FEET, MORE OR LESS TO A POINT IN THE WEST RIGHT OF WAY LINE OF STATE ROAD 33 (FORMERLY STATE HIGHWAY NO. 2) THENCE SOUTHERLY WITH WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 33 TO A POINT IN THE SOUTHLINE OF SAID SW 1/4 OF NE 1/4; THENCE WEST WITH THE SOUTHLINES OF SAID SW 1/4 OF NE 1/4 AND SAID SE 1/4 OF NW 1/4 THENCE NORTH WITH THE LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 420.26 FEET MORE OR LESS, TO THE POINT OF BEGINNING

AND

THE SOUTH 420.26 FEET OF THE EAST 1/2 OF THE SW 1/4 OF NW 1/4

### PARCEL 2

, LESS AND EXCEPT THE FOLLOWING:

O.R. BOOK 1349 PG, 0146

A STRIP OF LAND 66.00 FEET WIDE BOUNDED ON THE WEST BY THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND ON THE EAST BY THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33 (NOW COUNTY ROAD 33) AND LYING 33.00 FEET ON EACH SIDE OF THE FOLLOWING--DESCRIBED CENTERLINE:

FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF THE SAID EAST 1/2 A DISTANCE OF 689.05 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING TURN TO THE RIGHT AN ANGLE OF 89 DEG. 56' 26" AND RUN EASTERLY 141.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 94.14 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEG. 30' 12.9" A DISTANCE OF 41.91 FEET TO THE END OF SAID CURVE, THEN SOUTHEASTERLY ALONG A LINE TANGENT TO THE AFORE DESCRIBED CURVE 126.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. -AND HAVING A RADIUS OF 439.70 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16 DEG. 32' 13.8" A DISTANCE OF 126.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 861.43 FEET, THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142 DEG. 36' 45" A DISTANCE OF 640.67 FEET TO THE END OF SAID CURVE, THENCE ALONG A LINE TANGENT TO THE PRECEDING CURVE RUN EASTERLY 396.08 FEET TO THE BEGINNING OF A CURVE CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 920.03 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 130 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 33.

**PARCEL 3**

O.R. BOOK 1509, PAGE 1867

PARCEL A

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2019.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".

PARCEL B

FROM THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 2557.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2120 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 537.25 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2160 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD 33, THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE ABOVE DESIGNATED POINT "A".

**PARCEL 4**

O.R. BOOK 3370 PAGE 1207

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1594.22 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 425.60 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2080 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33, SAID POINT BEING HEREBY DESIGNATED AS POINT "A". BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 2100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 33; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO THE ABOVE DESIGNATED POINT "A".



**PARCEL 5**

O.R. BOOK 4077 PAGE 2208

FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION,

836.12 FEET; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION LINE 758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1056 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°54'41" WEST ALONG SAID PARALLEL LINE 525 FEET; THENCE NORTH 0°04'00" WEST PARALLEL THE EASTLINE OF SAID SECTION 3, 705.92 FEET TO A POINT ON A LINE, SAID LINE BEING 896.12 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 228 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 10 FEET; THENCE SOUTH 89°54'41" EAST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 A DISTANCE OF 300 FEET; THENCE SOUTH 0°04'00" EAST PARALLEL WITH SAID EAST LINE OF SECTION 3 A DISTANCE OF 696.84 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER, UPON AND THRU; THE NORTH 80 FEET LESS THE EAST 1056 FEET TO THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 0°04'00" EAST ALONG THE EAST LINE OF SAID SECTION 836.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°04'00" EAST ALONG SAID SECTION

758.10 FEET; THENCE NORTH 89°54'41" WEST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2113.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE NORTH 03°48'19" WEST ALONG SAID RIGHT-OF-WAY LINE 755.60 FEET; THENCE SOUTH 89°54'43" EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 2164.46 FEET TO THE POINT OF BEGINNING.

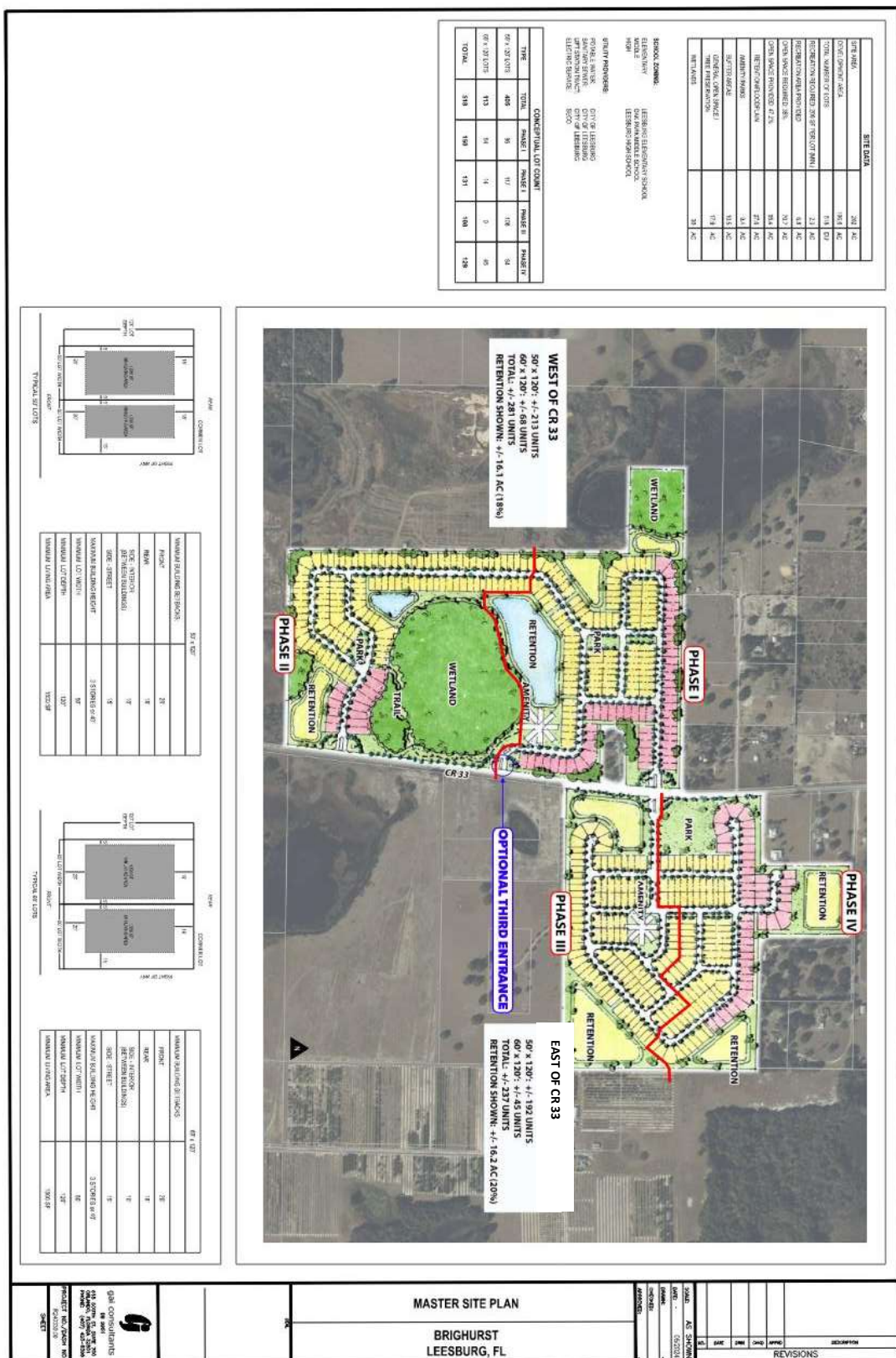
# EXHIBIT C

# CONCEPTUAL SITE PLAN



| CONCEPTUAL LOT COUNT |            |            |            |            |            |
|----------------------|------------|------------|------------|------------|------------|
| TYPE                 | TOTAL      | PHASE I    | PHASE II   | PHASE III  | PHASE IV   |
| 50' x 120' LOTS      | 405        | 96         | 117        | 108        | 84         |
| 60' x 120' LOTS      | 113        | 54         | 14         | 0          | 45         |
| <b>TOTAL</b>         | <b>518</b> | <b>150</b> | <b>131</b> | <b>108</b> | <b>129</b> |

## FULL CONCEPTUAL SITE PLAN





**EXHIBIT D**

**REPRESENTATIVE FAÇADE SAMPLES**









**EXHIBIT D**

**REPRESENTATIVE FAÇADE SAMPLES**





**EXHIBIT D**

**REPRESENTATIVE FAÇADE SAMPLES**





**EXHIBIT D**

**REPRESENTATIVE FAÇADE SAMPLES**



## 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 Chalmers 2005. Reprinted for the Town of Southampton, NY. Used with permission.

## EXHIBIT F

## REPRESENTATIVE FENCE EXAMPLES



**Figure 1 – Opaque vinyl fence**

*Example Source Courtesy of Bespoke Fence & Shoreline Vinyl*

<https://bespokefence.com/products/vinyl-fences/> ; <https://shorelinevinyl.com/fencing-styles/caroline/>



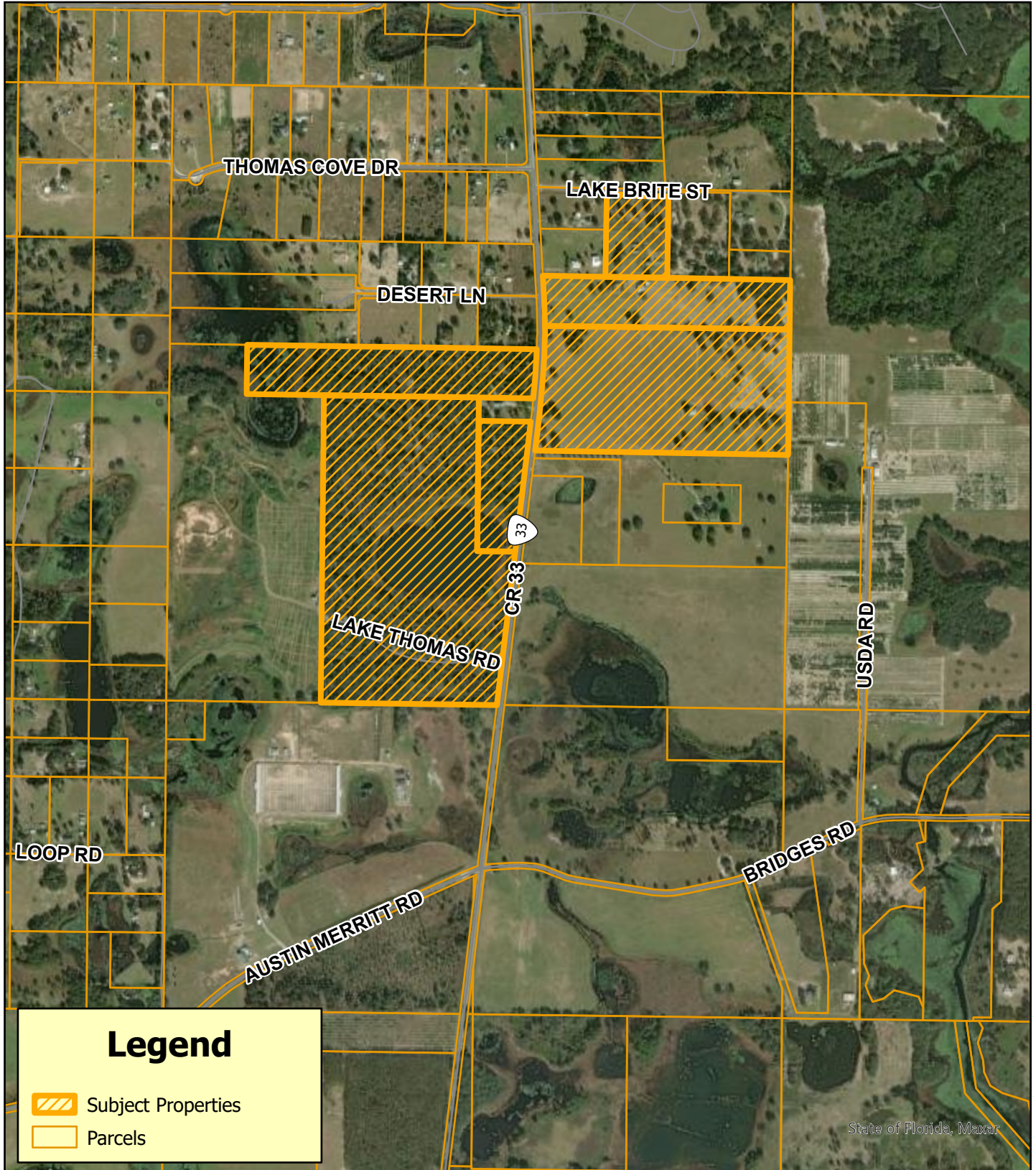
**Figure 2 – Split-rail fence**

*Example Source Courtesy of Superior Outdoor Products & Peerless Fence*

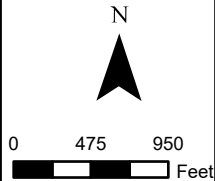
<https://superiorplasticproducts.com/3-rail-vinyl-fence>; <https://www.peerlessfence.com/residential/products/wood/post-rail>



# Extended Aerial



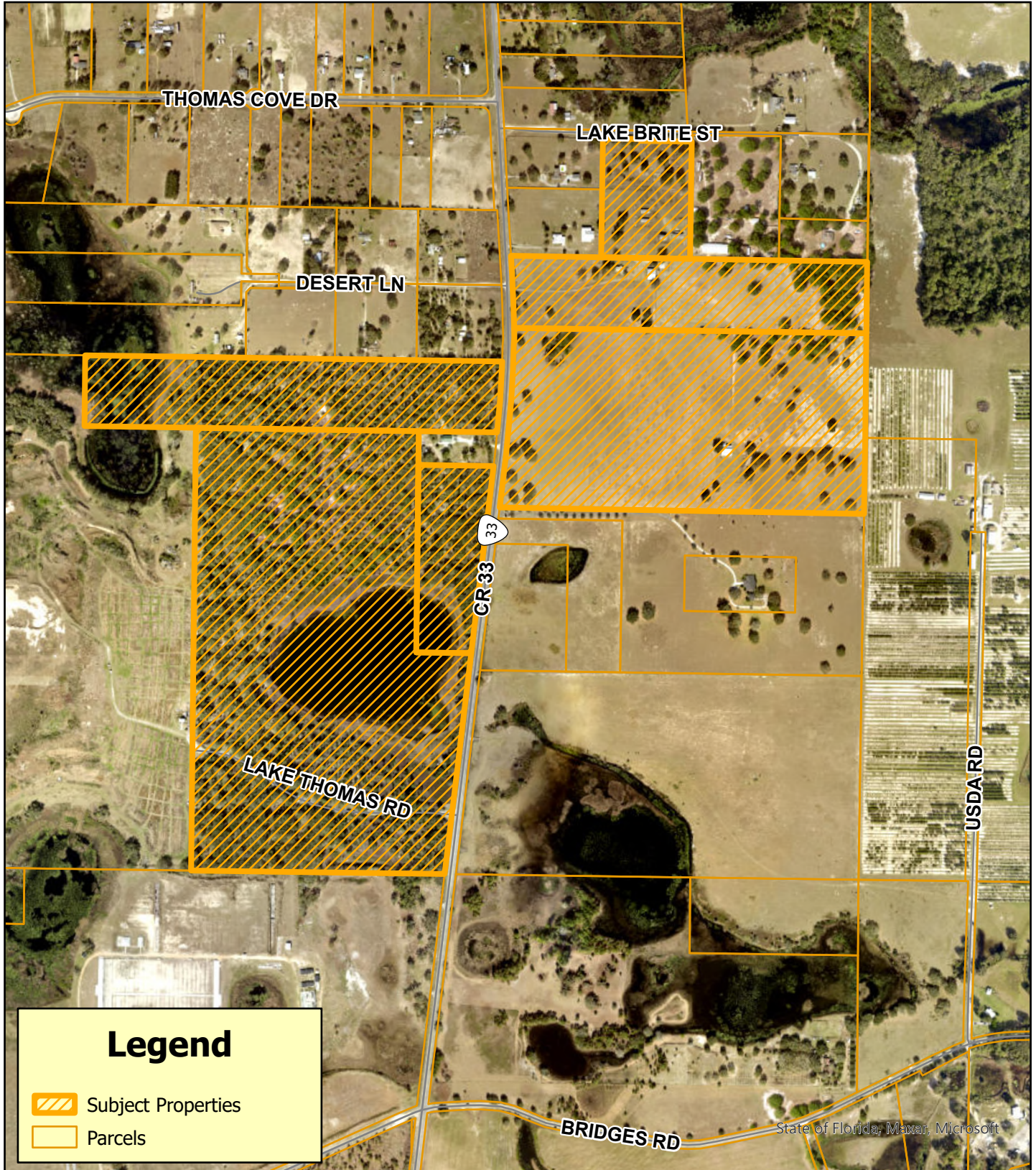
**Planning  
& Zoning  
Division**



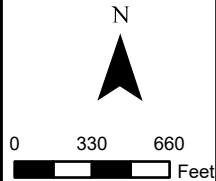
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(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 11, 2024



# Aerial



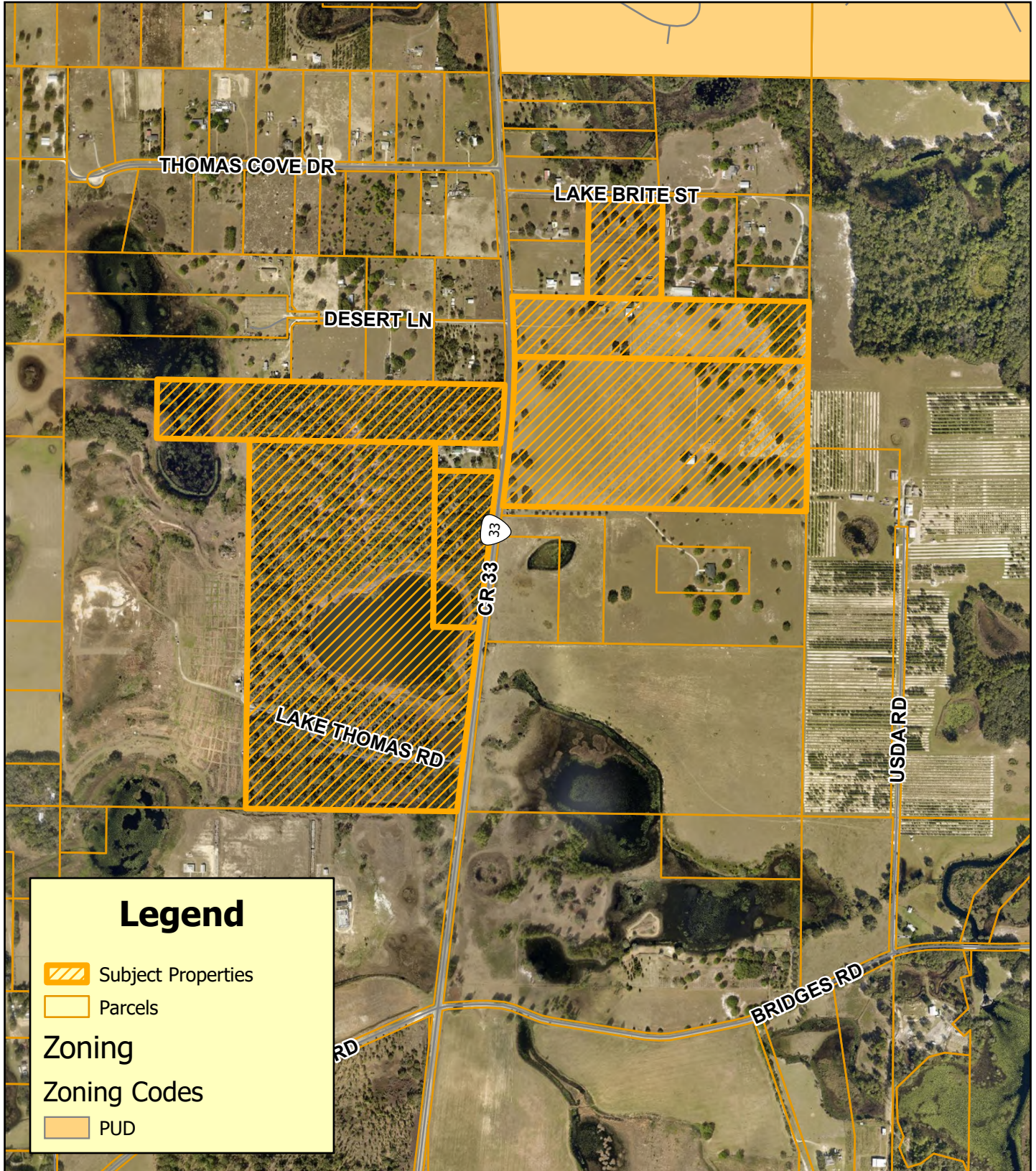
**Planning  
& Zoning  
Division**



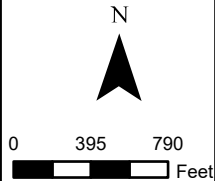
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Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 11, 2024



# City of Leesburg Zoning



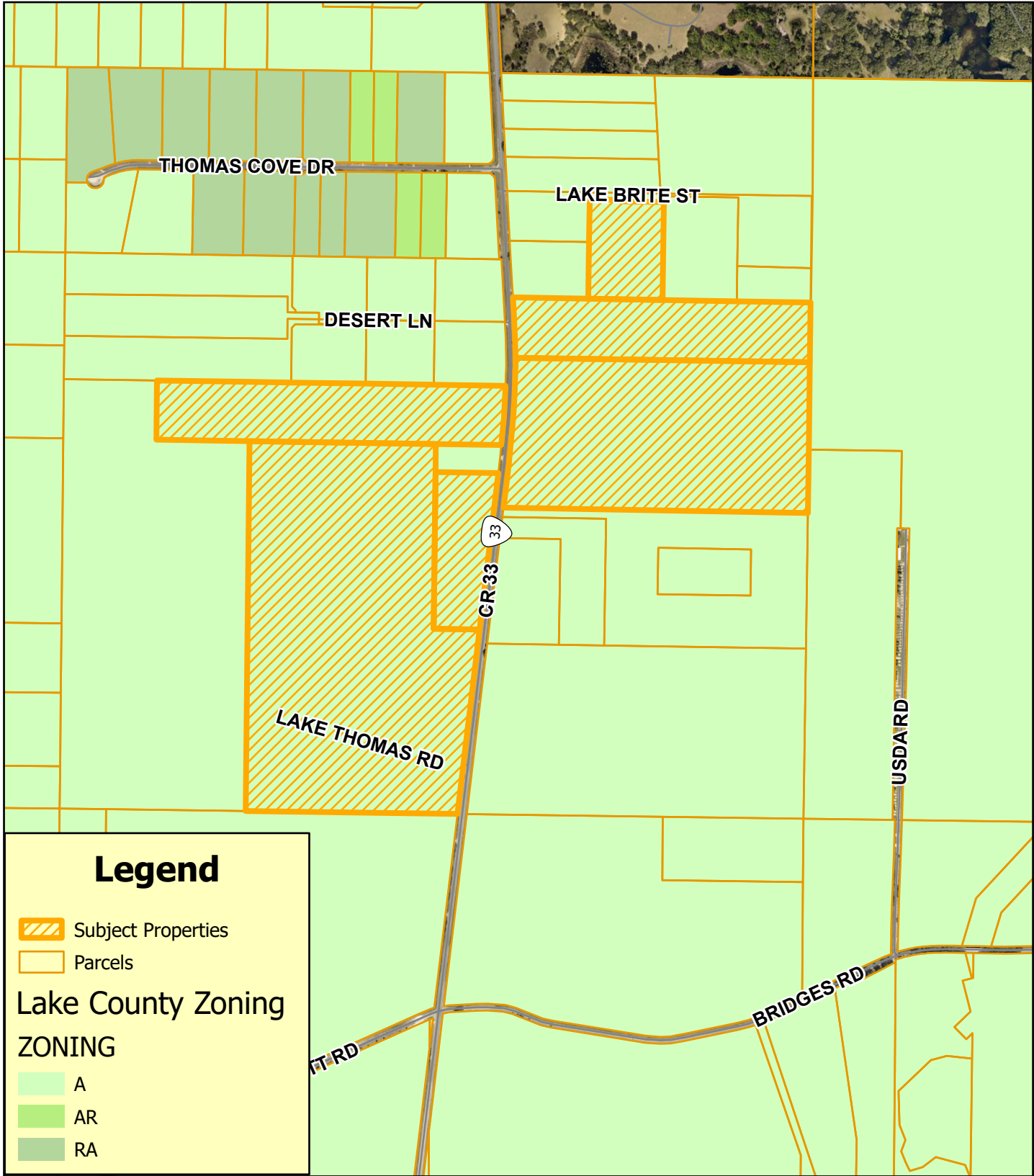
**Planning  
& Zoning  
Division**



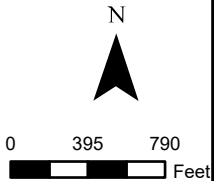
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(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 11, 2024



# Lake County Zoning

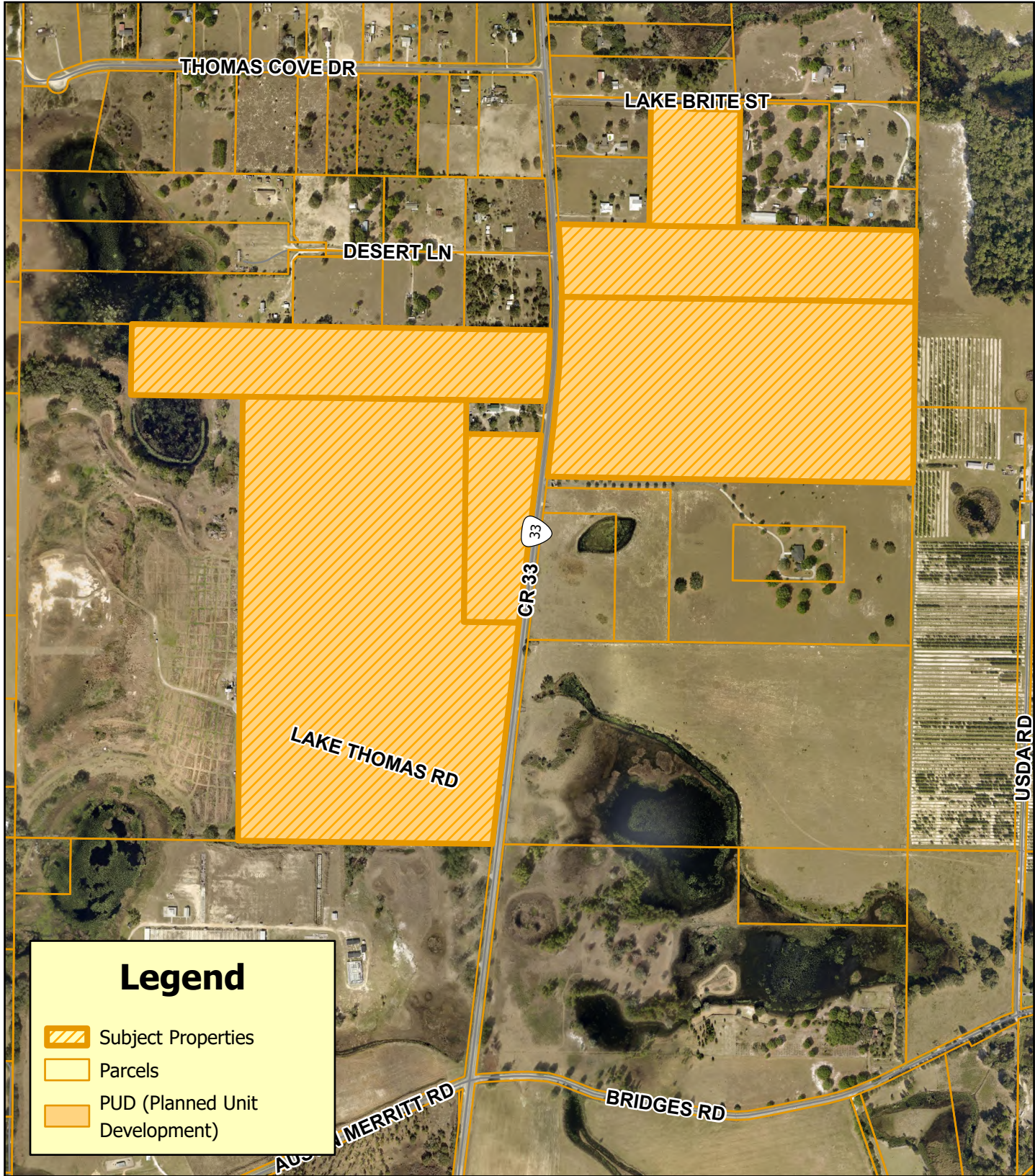


**Planning  
& Zoning  
Division**

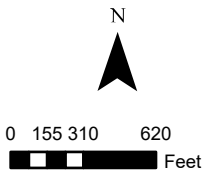


Lake Bright/Brighurst CR 33  
(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 11, 2024

# Proposed Zoning



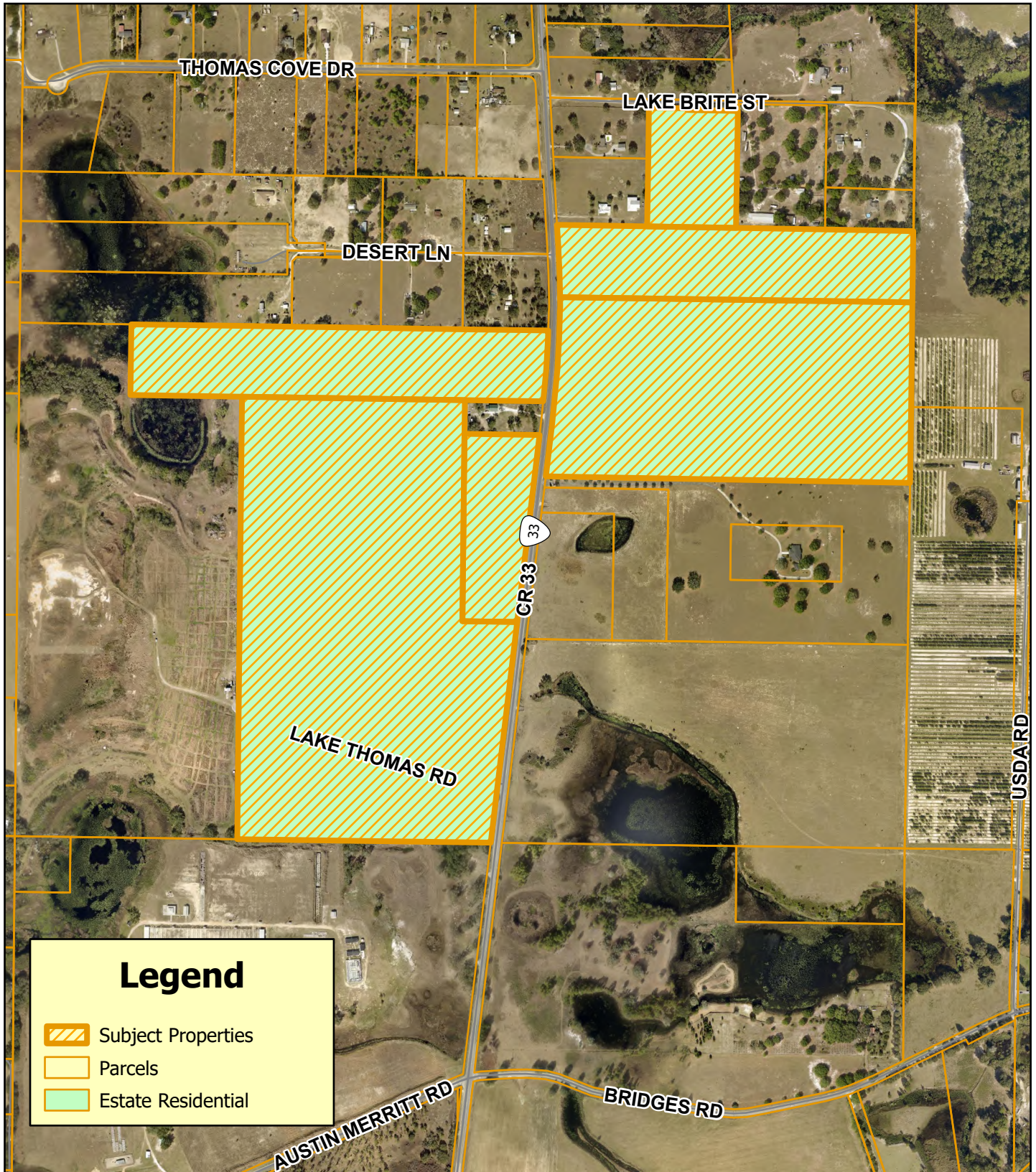
**Planning  
& Zoning  
Division**



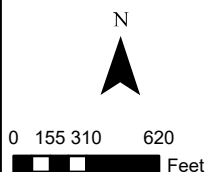
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Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024



# Proposed Future Land Use



**Planning  
& Zoning  
Division**



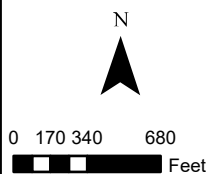
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Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024



# Surrounding Land Use



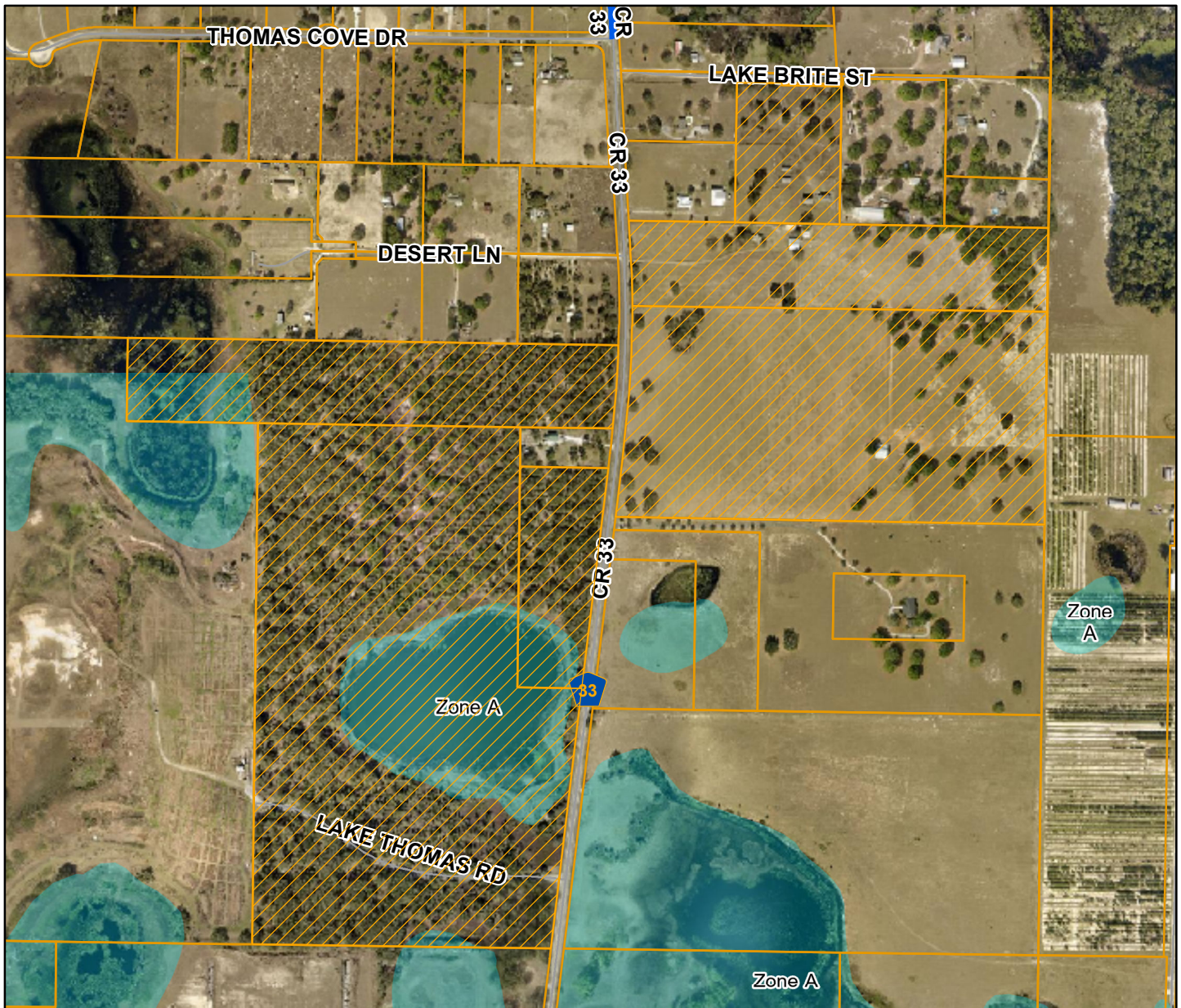
**Planning  
& Zoning  
Division**



Lake Bright/Brighurst CR 33  
(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024



# Flood Zone



## Legend:

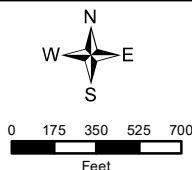
### Flood Hazard Zones

### Zone Type

|                                                                                     |                                 |                                                                                     |                                                 |
|-------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------|
|  | 1% Annual Chance Flood Hazard   |  | Area of Undetermined Flood Hazard               |
|  | 0.2% Annual Chance Flood Hazard |  | Future Conditions 1% Annual Chance Flood Hazard |
|  | Regulatory Floodway             |  | Area with Reduced Risk Due to Levee             |
|  | Special Floodway                |  | Area with Risk Due to Levee                     |



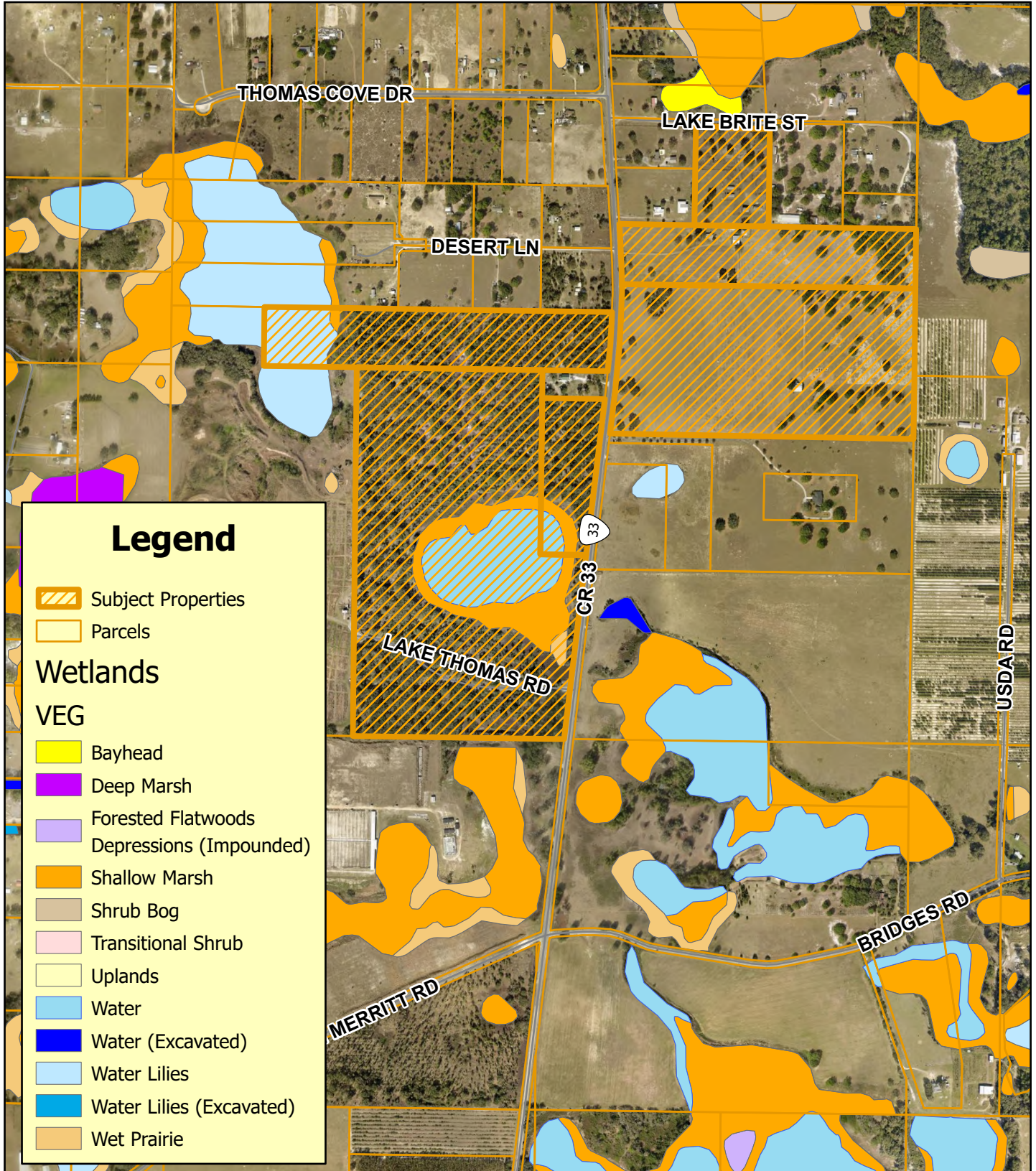
**Planning  
& Zoning  
Division**



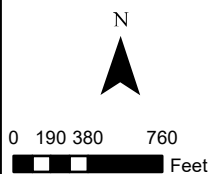
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Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024



# Wetlands



**Planning  
& Zoning  
Division**



Lake Bright/Brighurst CR 33  
(ANNX-24-232); LSCP-24-233; PUD-24-234  
Alternate Key(s): 3319397, 1701422, 1701392, 1044189, 1044171, 1044162  
Section 3, Township 21 South, Range 24 East  
July 16, 2024



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY HALL

THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22<sup>nd</sup>, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman  
Nathaniel Sanders – Vice-Chairman  
Ted Bowersox  
John O’Kelley  
Frazier Marshall  
Stewart Kaplan  
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19<sup>th</sup>, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett called for the fifth item to be brought forward.

**PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12<sup>TH</sup>, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining capacity; final study will be completed by the time of the City Commission hearing on September 23<sup>rd</sup>, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.



The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.

Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

**Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders' motion died on the floor for lack of a SECOND.**

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

**PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND**



**READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER  
12<sup>TH</sup>, 2024) (Lake Bright/Brighurst PUD)**

**Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.**

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Nay |

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

**Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.**

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner (Vice Chairman) Sanders | Nay |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23<sup>rd</sup> City Commission; but to check with Planning and Zoning office to ensure the correct date and time.



Sign 1 - Close up of Sign on Property from CR 33.



Looking north along CR 33.



Looking east into the property from CR 33.



Looking south along CR 33.





Looking west along Desert Lane from CR 33.



Sign 2 - Close up of Sign on Property from CR 33.





Looking north along CR 33.



Looking east from the property across CR 33.



Looking south along CR 33.



Looking west into the subject property from CR 33.





Sign 3 - Close up of Sign on Property from Lake Brite Street.



Looking north across Lake Brite Street.



Looking east along Lake Brite Street.



Looking south into the subject property from Lake Brite Street.





Looking west along Lake Brite Street.



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.4.

**Meeting Date:** September 23, 2024

**From:** Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

**Subject:** An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 10.02 +/- acres; and being generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 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. (Blue Ridge Storage ANNX)

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### Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 10.02 +/- acres.

### Analysis:

The applicant has submitted a request for annexation of approximately 10.02 +/- acres, generally located west of US Highway 27 and north of El Presidente Boulevard, as shown on the attached General Location Map. At this time, the property is vacant and undeveloped. The current zoning is Lake County PUD (Planned Unit Development); the proposed zoning is City PUD (Planned Unit Development). The proposed use is self-storage facility.

The property is surrounded by Lake County PUD (Planned Unit Development), RMRP (Mobile Home Rental Park District), and Leesburg 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 Small-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 August 22, 2024.

**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 of this property due to increased tax revenue added to the General Fund.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 10.02 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD LYING IN SECTION 25, TOWNSHIP 20 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. (BLUE RIDGE STORAGE ANNEX)**

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

**Section 1**

Based upon the petition of *Joseph Bricklemeyer, "Permittee"*, on behalf of Infinity Holdings III, LLC, "Owner", 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 here by is assigned to City Commission District 3.;

**Section 3.**

All ordinances or parts of ordinances in conflict with 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit A – Legal Description

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

AND

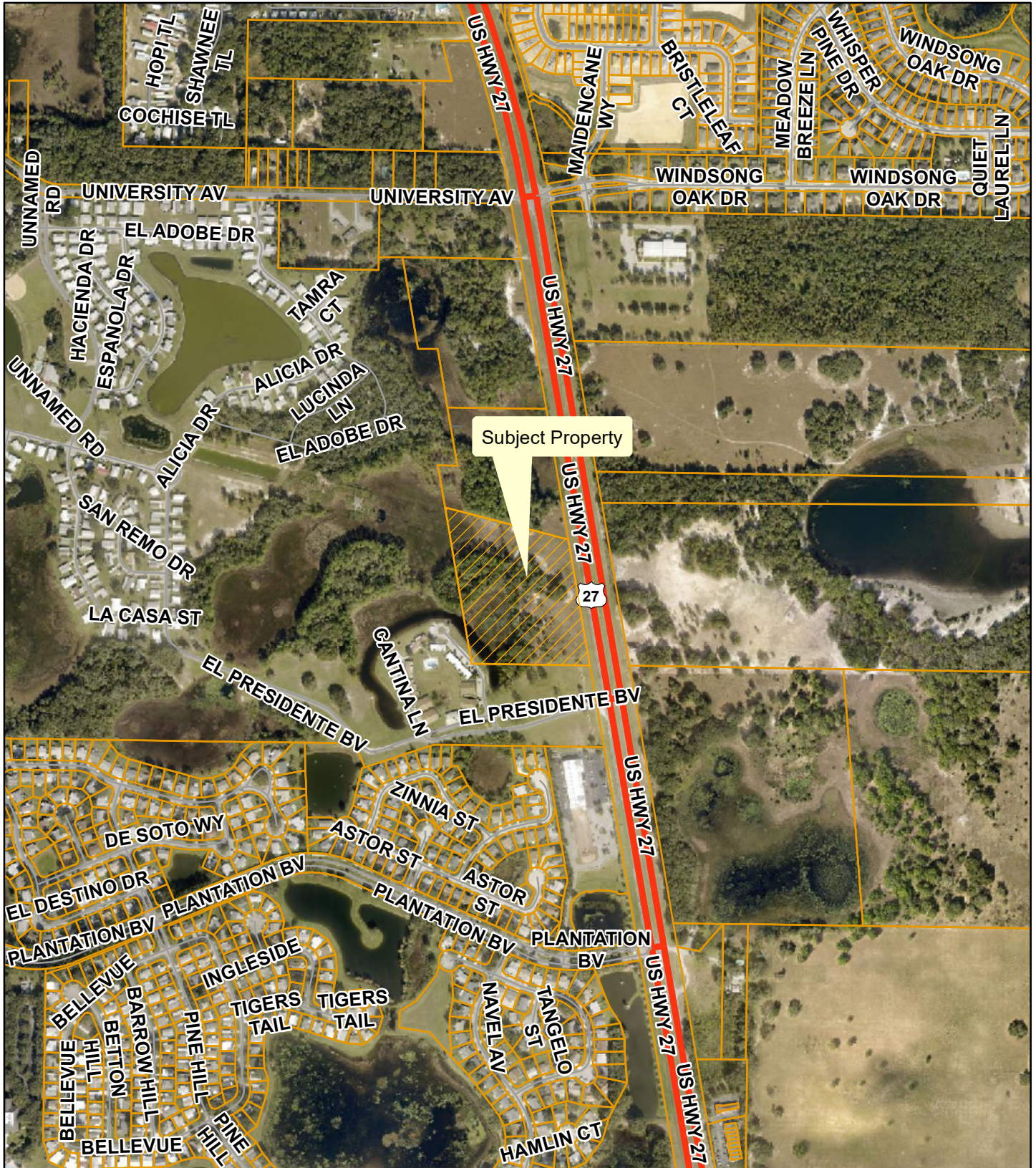
THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1 /4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

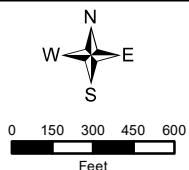
CONTAINING 10.01 ACRES MORE OR LESS.



# Extended Locator



**Planning  
& Zoning  
Division**



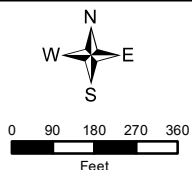
Blue Ridge Storage  
ANX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Aerial



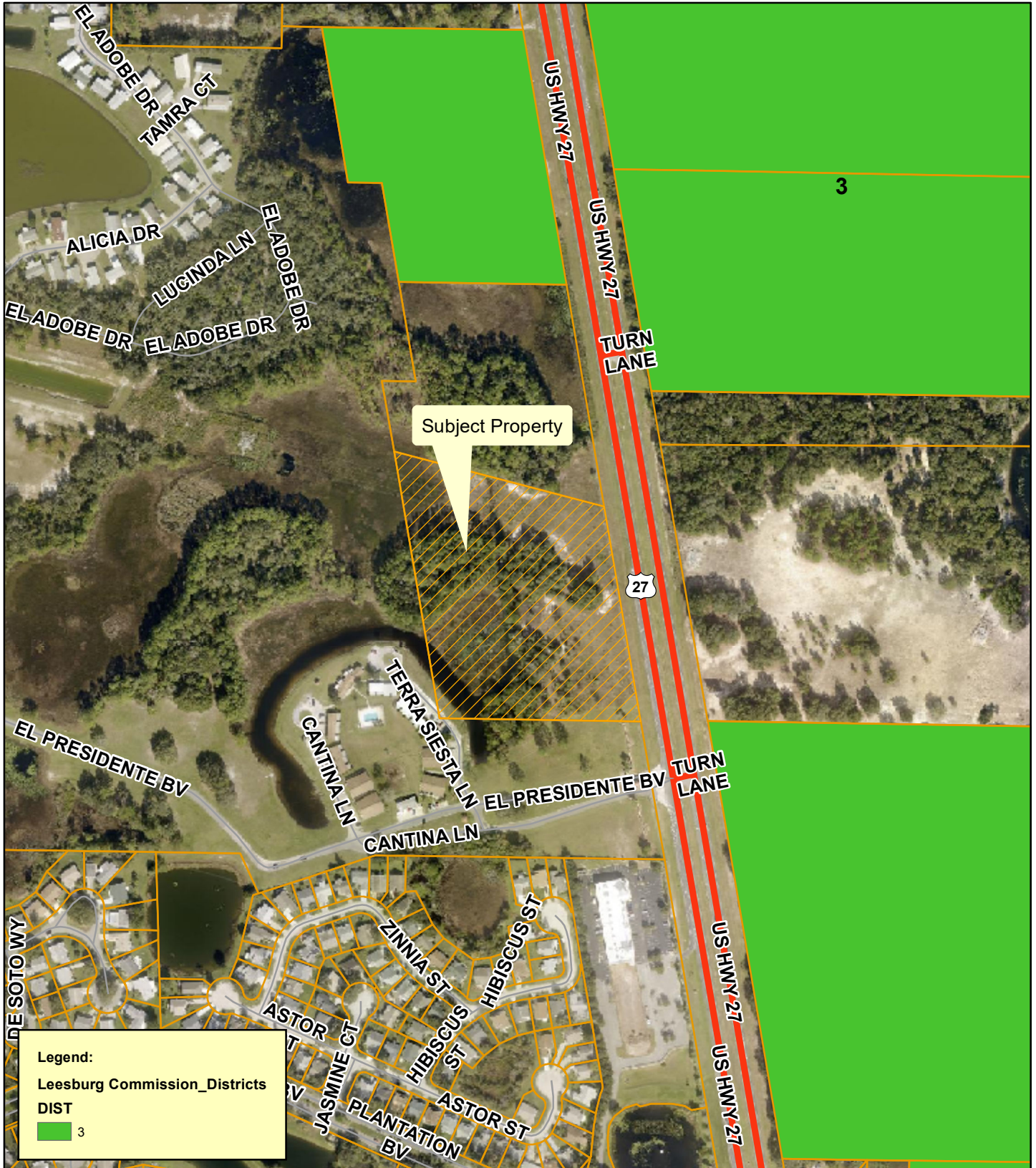
**Planning  
& Zoning  
Division**



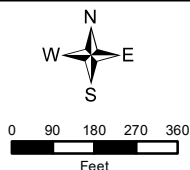
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Commission District



**Planning  
& Zoning  
Division**



Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.5.

**Meeting Date:** September 23, 2024

**From:** Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

**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 10.02 +/- acres from Lake County Urban Low Density to Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage SSCP)

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### Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small scale comprehensive plan amendment of the City's Future Land Use Map on 10.02 +/- acres from Lake County Urban Low Density to Leesburg General Commercial.

### Analysis:

The project site is 10.02 +/- acres in size and is generally located west of US Highway 27 and north of El Presidente Boulevard. Currently, the property is vacant and undeveloped acreage. The proposed use is self-storage facility. The surrounding Future Land Use Map designations of Lake County Urban Low Density and Rural Transition and Leesburg Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of 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.

The Planning Commission held a public hearing on the application on August 22, 2024 and recommended approval.

### Procurement Analysis:

N/A

### Options:

1. Approve the requested small scale comprehensive plan amendment from Lake County Urban Low Density to Leesburg General Commercial; or

2. Other such action as the Commission may deem appropriate.

**Fiscal Impact:**

Future development of the property will increase the anticipated impact from collection of impact fees, ad valorem taxes and utility charges.



**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 10.02 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BLUE RIDGE STORAGE SSCP)**

**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 10.02 +/-acres of land generally located west of US Highway 27 and north of El Presidente Boulevard from Lake County Urban Low Density to Leesburg General Commercial, as shown on the revised map of said area, lying in Section 25, Township 20 South, Range 24 East, Lake County Florida;

**Section 2.**

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

**Section 3.**

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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit A – Legal Description

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1 /4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.



## CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

**DATE:** August 22, 2024  
**OWNER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PETITIONER:** Joseph Bricklemeyer  
**PROJECT:** Blue Ridge Storage  
**REQUEST:** Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development).  
**CASE NO.:** SSCP-24-216

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### THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

#### APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use designation of General Commercial is compatible with the adjacent Future Land Use designations of Lake County Urban Low Density and Rural Transition; City of Leesburg Estate Residential.
3. The proposed request is compatible with the proposed zoning of PUD (Planned Unit Development) for self-storage facility (indoor and outdoor storage).
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 Small Scale Comprehensive Plan amendment from Lake County Urban Low Density and City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
DEPARTMENTAL REVIEW SUMMARY**

**DATE:** August 22, 2024  
**OWNER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PETITIONER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PROJECT:** Blue Ridge Storage  
**REQUEST:** Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)  
**CASE NO.:** ANNX-24-215; SSCP-24-216; PUD-24-217

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

**POLICE**

No comments received as of 8/16/2024.

**FIRE**

No comments received as of 8/16/2024.

**ELECTRIC**

This is outside of Leesburg Electric Service Territory. No objections. – Steve Davis, 8/5/2024.

**GAS**

No comment. – Wayne Williams, 8/5/2024.

**GIS**

No comments received as of 8/16/2024.

**BUILDING**

No comments received as of 8/16/2024.

**PUBLIC WORKS**

Public Works has no issues with this item. – Cliff Kelsey, 8/5/2024.

**GIS/ADDRESSING**

No comments received as of 8/16/2024.

**HOUSING & REDEVELOPMENT**

No comments received as of 8/16/2024.

**LAKE COUNTY PUBLIC WORKS**

I have no comment. – Seth Lynch, 8/2/2024.



## **LAKE COUNTY SCHOOLS**

No comment for the self-storage facility. – Helen LaValley, 8/15/2024

## **PUBLIC RESPONSES**

### **Approval**

No comments received as of 8/16/2024.

### **Disapproval**

No comments received as of 8/16/2024.

### **No comment**

No comments received as of 8/16/2024.

### **Notice of Appearance filed:**

None received as of 8/16/2024.

## **PUBLIC COMMENTS (APPROVAL WITH REQUESTS)**

No comments received as of 8/16/2024.

## **PUBLIC COMMENTS (DISAPPROVAL)**

No comments received as of 8/16/2024.

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
STAFF SUMMARY**

**DATE:** August 11, 2024  
**OWNER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PETITIONER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PROJECT:** Blue Ridge Storage  
**REQUEST:** Small Scale Comprehensive Plan from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)  
**CASE NO.:** ANNX-24-215; SSCP-24-216; PUD-24-217

**GENERAL LOCATION:** West of US Highway 441 and north of El Presidente Boulevard

**FUTURE LAND USE DESIGNATION:** Lake County Urban Low Density

**SURROUNDING FUTURE LAND USE DESIGNATION:**

North – Lake County Urban Low Density  
South – Lake County Urban Low Density  
East – Lake County Rural Transition; City of Leesburg Estate Residential  
West – Lake County Urban Low Density

**PROPOSED FUTURE LAND USE DESIGNATION:** City General Commercial

**EXISTING ZONING DESIGNATION:** County PUD (Planned Unit Development)

**SURROUNDING ZONING DESIGNATIONS:**

North – Lake County PUD (Planned Unit Development)  
South – Lake County RMRP (Mobile Home Rental Park District)  
East – Lake County RMRP (Mobile Home Rental Park District); City of Leesburg PUD (Planned Unit Development)  
West – Lake County RMRP (Mobile Home Rental Park District)

**PROPOSED ZONING DESIGNATION:** City PUD (Planned Unit Development)

**EXISTING LAND USE:** Vacant, Undeveloped

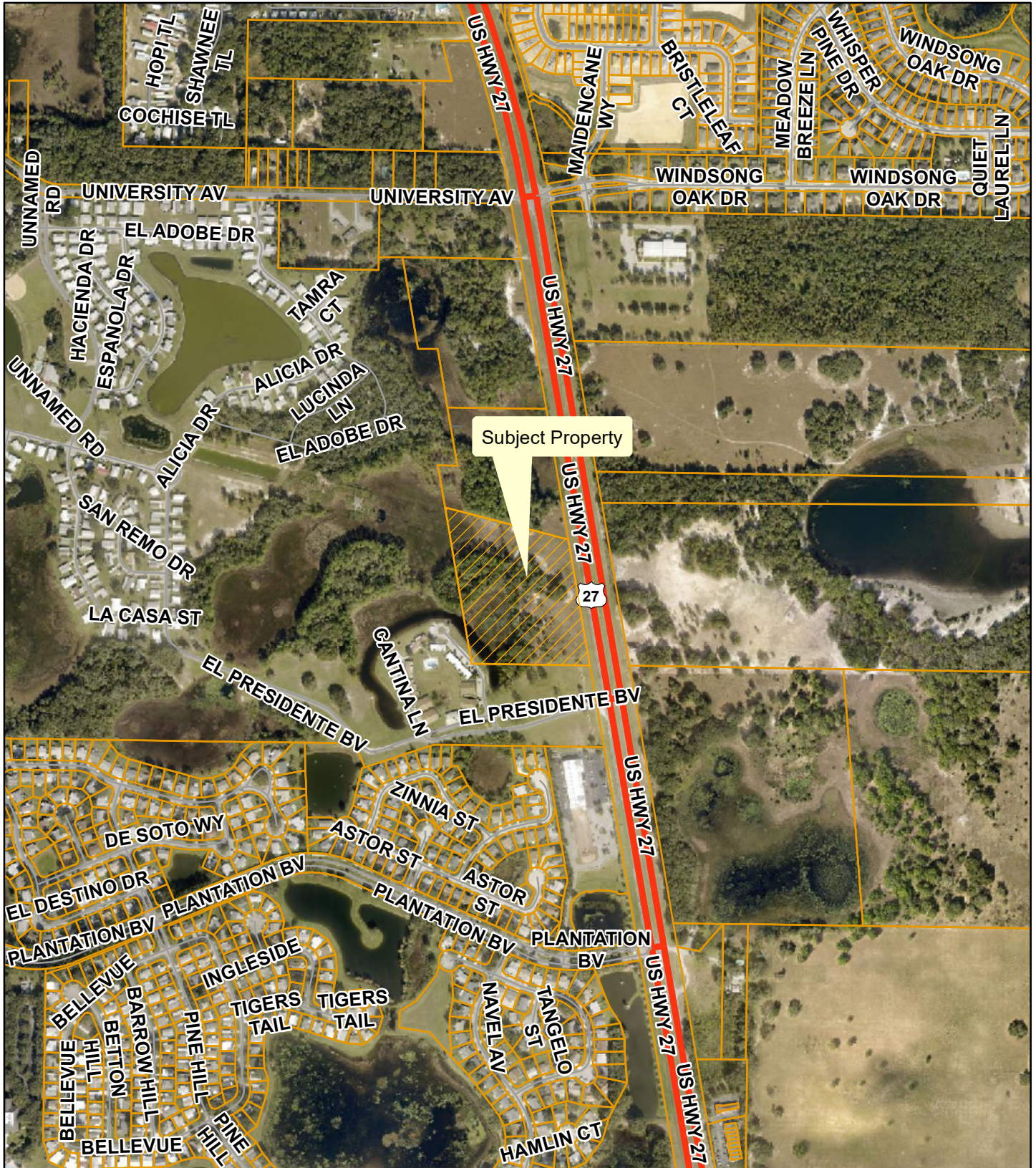
**SURROUNDING LAND USE:**

North – Vacant Commercial  
South – Spanish Village Mobile Home Park  
East – Vacant Non-Agricultural; Pasture - Improved  
West – Spanish Village Mobile Home Park

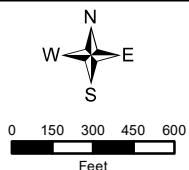
**PROPOSED LAND USE:** Self-storage facility



# Extended Locator



**Planning  
& Zoning  
Division**



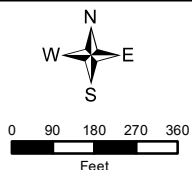
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Aerial



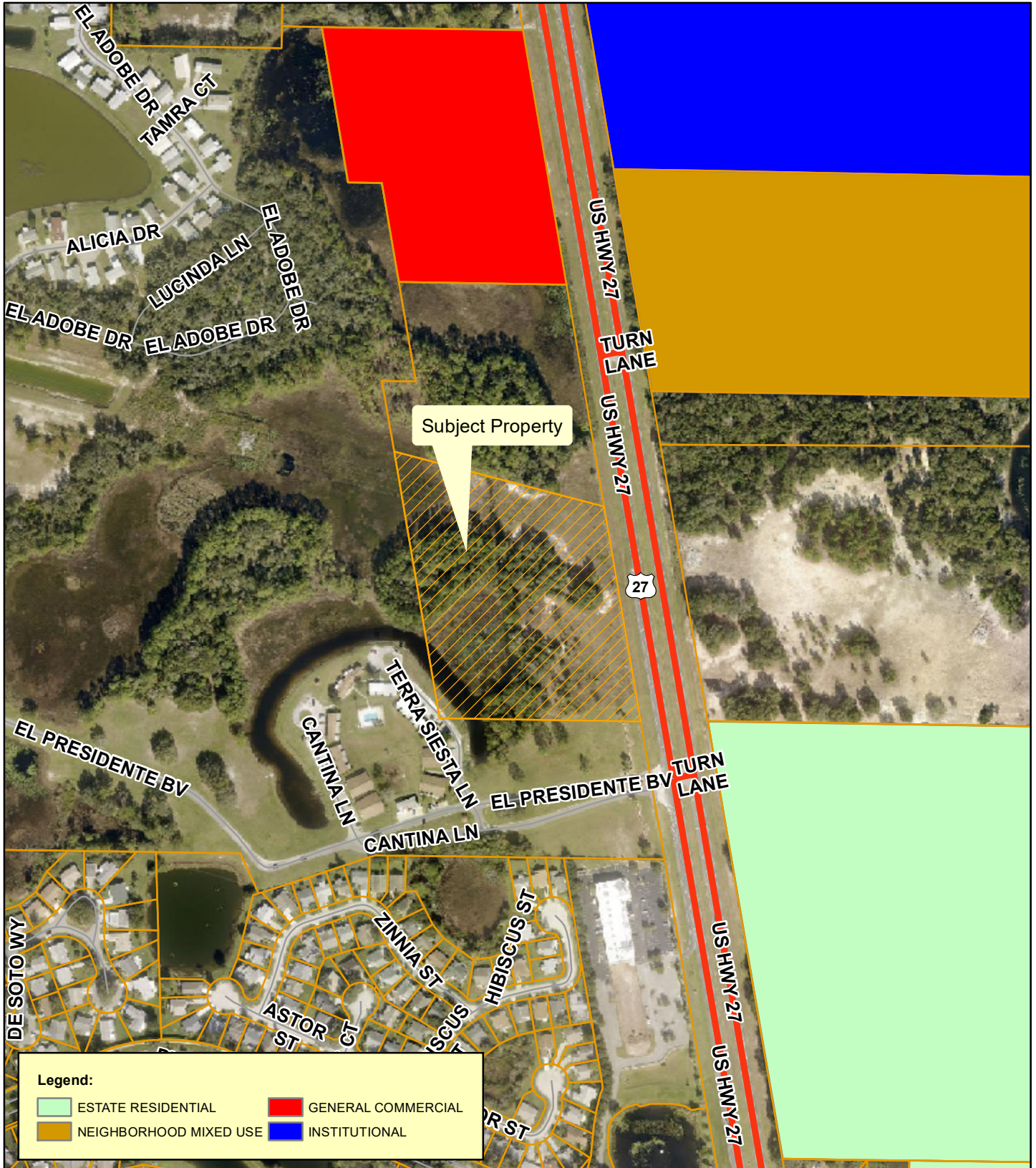
**Planning  
& Zoning  
Division**



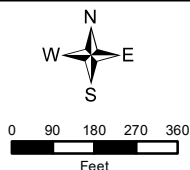
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Future Land Use



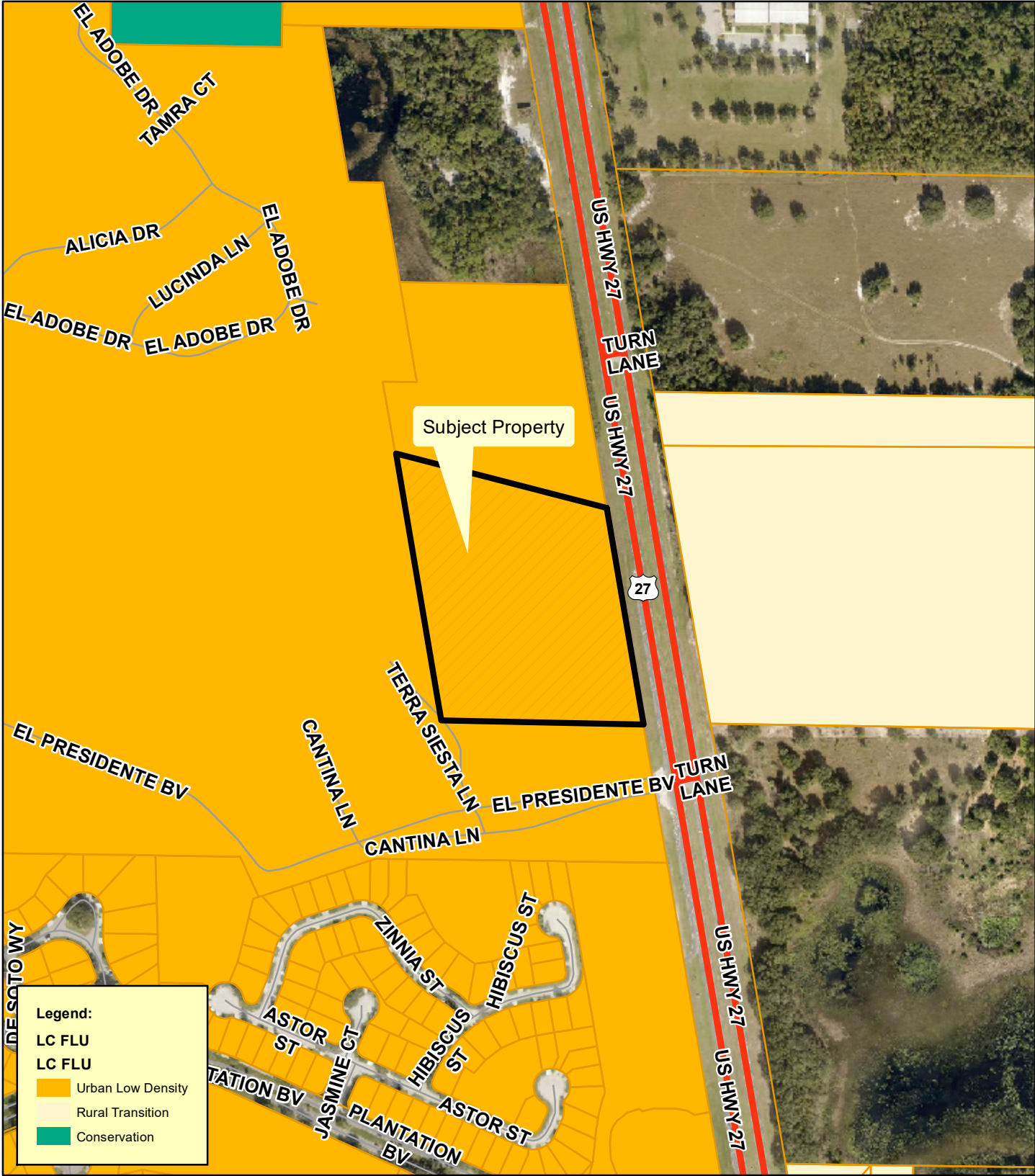
**Planning  
& Zoning  
Division**



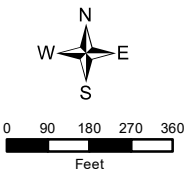
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Lake County Future Land Use



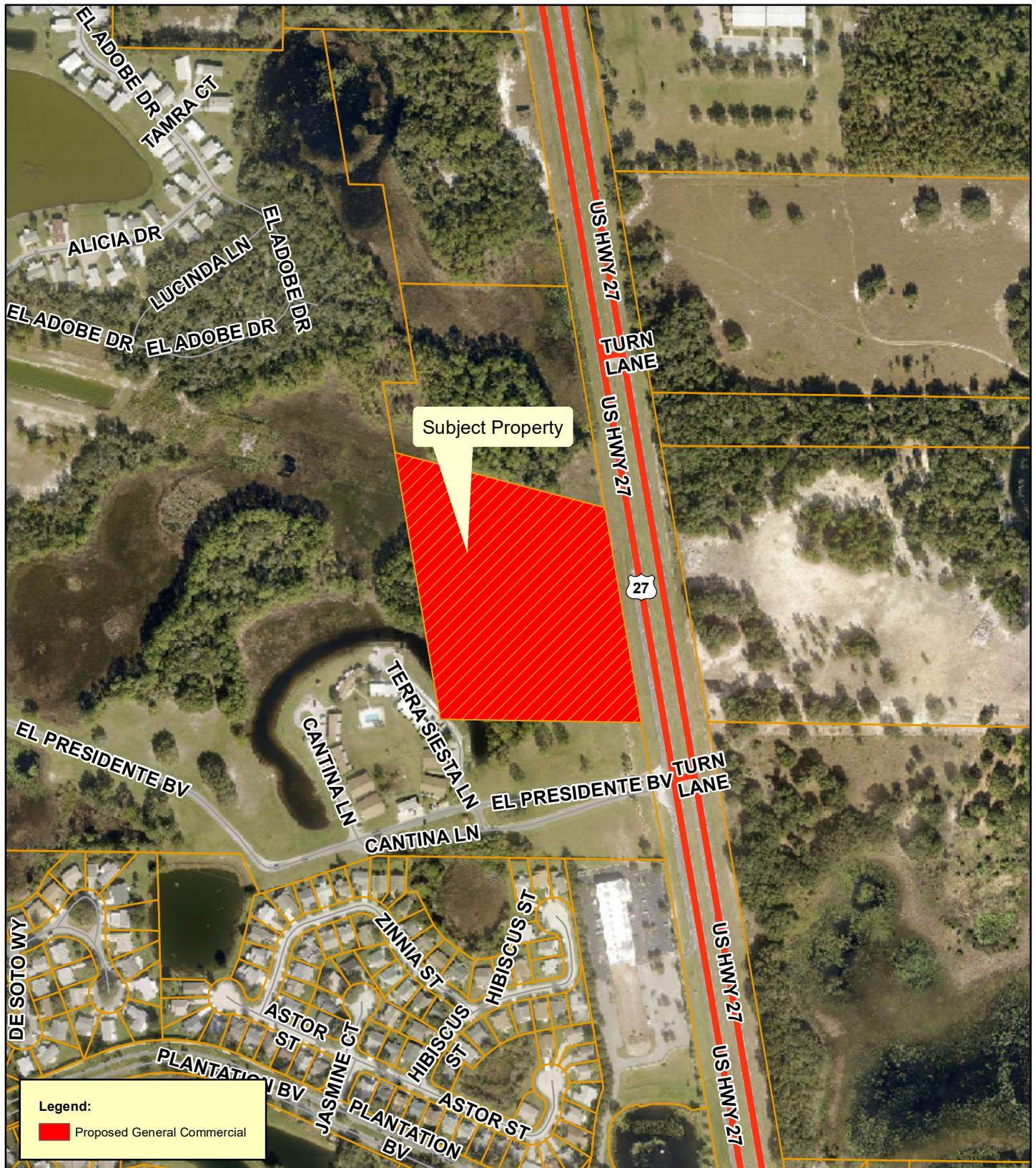
Planning  
& Zoning  
Division



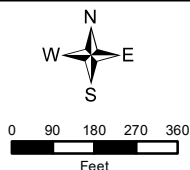
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Proposed Future Land Use



**Planning  
& Zoning  
Division**



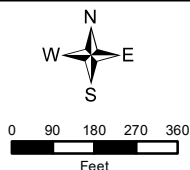
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Surrounding Land Uses



**Planning  
& Zoning  
Division**



Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024





DRAFT SUMMARY MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY HALL

THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22<sup>nd</sup>, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman  
Nathaniel Sanders – Vice-Chairman  
Ted Bowersox  
John O’Kelley  
Frazier Marshall  
Stewart Kaplan  
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19<sup>th</sup>, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett asked the city attorney, Grant Watson, to swear in anyone wishing to speak during the proceedings.

City attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller introduced staff and informed the audience of the rules of participation and the need to sign the speaker's registry. Mr. Miller outlined how Planning Commission meetings are conducted, the rules for public participation during the meeting and the responsibilities of the Planning Commission.

Chairman Sennett called for changes to the Minutes of the July 18<sup>th</sup>, 2024 Regular Meeting of the Planning Commission. Hearing none, Chairman Sennett called for a motion regarding the **MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, JULY 18<sup>TH</sup>, 2024.**

**Commissioner (Vice-Chairman) Sanders made a motion to APPROVE the minutes from the July 18<sup>th</sup>, 2024 Planning Commission regular meeting. Commissioner Bowersox SECONDED the motion, which PASSED by voice vote of 6 – 0. Commissioner Carter abstained because she was not present at the July 18<sup>th</sup> Planning Commission meeting.**

Chairman Sennett called for the first case under new business be brought forward.

## **NEW BUSINESS**

### **PUBLIC HEARING CASE # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28<sup>TH</sup>, 2024)**

(Blue Ridge Storage SSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south U.S. Highway 27.

Christine Rock, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.



Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases. Mr. Miller read the permitted uses on the site under the Conditions of Approval of the Planned Unit Development as well as development requirements. Mr. Miller stated that where the PUD does not speak to development requirements, the development will be guided by C-3 highway zoning district. Building is limited to three (3) stories. Lake County Public Works did not indicate that roadway improvements would be necessary for this project; should be standard acceleration lane and deceleration lane requirements; no septic or well on the site, must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated for the record, two minor requests from the applicant that are acceptable to staff: first, Section 4. Development Standards, maximum height is three stories or 35-feet to also allow for parapets in the design of the buildings; the parapets are acceptable because they are to be used to hide rooftop infrastructure such as air conditioning unit and elevator shaft; and second, Section 9. Open Space to allow the fence to be chain link because there are significant spatial buffers of approximately 250-feet between residential uses and the roadway to the south as well as wetlands and trees.

Mr. Miller stated that staff is recommending approval of the cases.

Chairman Sennett called for questions from the applicant. There were none. Chairman Sennett called for questions from the Planning Commission. There were none. Chairman Sennett called for questions from the public. There were none.

Chairman Sennett closed the public portion of the meeting.

Chairman Sennett entertained a motion regarding case # **SSCP-24-216**, and then the voting took place.

**Commissioner Bowersox made a motion to APPROVE case # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Marshall SECONDED the motion.**

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice-Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |

The motion PASSED by a vote of 7-0.

Chairman Sennett stated that the building height should be limited to three stories and allow for the parapet. Mr. Miller stated that the building height would remain at 35-feet and allow for the parapets. Chairman Sennett agreed.

**PUBLIC HEARING CASE # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28<sup>TH</sup>, 2024)** (Blue Ridge Storage SPUD)

Commissioner Bowersox made a motion to **APPROVE** case # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT as amended to a building height of 35-foot maximum, allowing the parapet and allowing the existing chain link fence to remain. **Commissioner Carter SECONDED the motion, which PASSED unanimously by verbal roll call vote of 7 – 0.**

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice-Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |

Chairman Sennett called for the third item under new business be brought forward.

**PUBLIC HEARING CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG INDUSTRIAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF

HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** (Blount Birchmier Leesburg LLC SSCP)

Chairman Sennett called for a motion regarding **CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.**

**Commissioner Carter made a motion to POSTPONE case # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT to a date certain of September 19<sup>th</sup>, 2024 Regular Meeting of the Planning Commission. Commissioner Kaplan SECONDED the motion.**

City attorney Watson clarified for the record that the September Planning Commission meeting would occur in Commission Chambers at 4:30 PM on September 19<sup>th</sup>, 2024.

Commissioner Carter asked why the cases were being postponed. Mr. Miller advised the Planning Commissioners that staff asked the applicant to postpone the applications to the September 19<sup>th</sup>, 2024 Planning Commission meeting in order to meet with staff to discuss details of the proposed development. The applicant agreed to the postponement.

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |

The motion PASSED by a vote of 7 – 0.

Chairman Sennett called for the fourth item to be brought forward.

**PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG CIP (COMMERCIAL/INDUSTRIAL PLANNED) TO CITY OF

LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** ~~(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 14, 2024)~~ (Blount Birchmier Leesburg LLC PUD)

Chairman Sennett called for a motion regarding **PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT.**

**Commissioner Carter made a motion to POSTPONE CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT** to a date certain of September 19<sup>th</sup>, 2024 Regular Meeting of the Planning Commission in Commission Chambers. Commissioner Kaplan **SECONDED** the motion.

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |

The motion to postpone **PASSED** by a voice roll call vote of 7 – 0.

Chairman Sennett called for the fifth item to be brought forward.

**PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS



LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12<sup>TH</sup>, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining

capacity; final study will be completed by the time of the City Commission hearing on September 23<sup>rd</sup>, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.

The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.

Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

**Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders’ motion died on the floor for lack of a SECOND.**

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

**PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12<sup>TH</sup>, 2024)** (Lake Bright/Brighurst PUD)

**Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.**

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

Commissioner Bowersox

Yea

|                                      |     |
|--------------------------------------|-----|
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Nay |

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

**Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.**

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner (Vice Chairman) Sanders | Nay |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23<sup>rd</sup> City Commission; but to check with Planning and Zoning office to ensure the correct date and time.



Chairman Sennett called for the seventh item to be brought forward.

**PUBLIC HEARING CASE # CPTA-24-230 – 2045 CITY OF LEESBURG  
COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY  
FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN  
TEXT AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT; TRANSPORTATION ELEMENT; HOUSING ELEMENT; SANITARY SEWER ELEMENT; POTABLE WATER ELEMENT; SOLID WASTE ELEMENT; DRAINAGE ELEMENT; AQUIFER RECHARGE ELEMENT; CONSERVATION ELEMENT; RECREATION AND OPEN SPACE ELEMENT; INTERGOVERNMENTAL COORDINATION ELEMENT; CAPITAL IMPROVEMENTS ELEMENT; AVIATION ELEMENT; PROPERTY RIGHTS ELEMENT UNDER THE PROCEDURES ESTABLISHED IN SECTIONS 163.3184(2) AND (4); AND TO COMPLY WITH SECTIONS 163 AND 373 OF THE FLORIDA STATUTES RELATED TO WATER SUPPLY PLANNING REQUIREMENTS BY AMENDING "THE WATER SUPPLY FACILITIES WORK PLAN" AND INCORPORATING THE WATER SUPPLY FACILITIES WORK PLAN AS AN APPENDIX TO THE POTABLE WATER ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 9<sup>th</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, DECEMBER 12<sup>TH</sup>, 2024)** (Comprehensive Plan Update / Water Supply Facilities Work Plan Update)

Mr. Miller explained the reason for, and timeline for, revision to the city's Comprehensive Plan which has been updated for public review and will be submitted to the Florida Department of Commerce for state agency review.

Mr. Miller also explained the organization of the revised Comprehensive Plan and some of the changes that were introduced during the revision process.

Mr. Miller also explained the difference between Future Land Use and Zoning.

Mr. Miller introduced the city's consultant, Calvin Giordano and Associates (CGA), representatives, Luis Serna and Alyssa Livingstone.

The Commission and Mr. Miller discussed population counts.

Chairman Sennett called for a motion regarding case #CPTA-24-230 – 2045 CITY OF

LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES  
WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT.

**Commissioner Bowersox made a motion to APPROVE case # CPTA-24-230 – 2045 CITY OF LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT. Commissioner Carter SECONDED the motion.**

Chairman Sennett called for a roll call vote.

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice-Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |

The motion PASSED by a vote of 7-0.

**DISCUSSION ITEMS**

None

**ANNOUNCEMENTS**

None

**ADJOURNMENT**

Chairman Sennett adjourned the meeting at 6:48 p.m.

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Timothy H. Sennett, Chairman

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Kandi Harper, Deputy Planning and Zoning Director

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.6.

**Meeting Date:** September 23, 2024

**From:** Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

**Subject:** An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 10.02 +/- acres from Lake County PUD (Planned Unit Development) to Leesburg PUD (Planned Unit Development) to allow a self-service storage facility, for a property generally located west of U.S. Highway 27 and north of El Presidente Boulevard lying in Section 25, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blue Ridge Storage PUD)

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### Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County PUD (Planned Unit Development) to Leesburg PUD (Planned Unit Development) to allow a self-service storage facility.

### Analysis:

The project site is approximately 10.02 +/- acres, and is generally located west of US Highway 27 and north of El Presidente Boulevard as shown on the attached maps. The property is vacant and undeveloped. The proposal will allow a self-storage facility. The existing land uses surrounding the property are vacant commercial, Spanish Village Mobile Home Park, and pasture.

The Planning Commission held a public hearing on the application on August 22, 2024 and recommended approval.

### Procurement Analysis:

N/A

### Options:

1. Approve the requested rezoning from Lake County PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development); or
2. Other action as the Commission may deem appropriate.

### Fiscal Impact:

Future development of the property will increase the anticipated impact from collection of impact fees, ad

valorem taxes and utility charges.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) TO LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW A SELF-SERVICE STORAGE FACILITY, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BLUE RIDGE STORAGE PUD)**

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

**Section 1.**

Based upon the petition of *Joseph Bricklemeyer, "Permittee"* on behalf of Infinity Holdings III. LLC, "Owner", 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 PUD (Planned Unit Development) to Leesburg PUD (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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Exhibit A – Legal Description

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1 /4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.

**BLUE RIDGE STORAGE**  
**PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)**  
**August 22, 2024**

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Infinity Holdings III, LLC c/o Yicxy Pringle, "Owner", 27101 US Highway 27, Leesburg, FL 34748** 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 self-storage facility on approximately 10.02 +/- acres generally located west of US Highway 27 and north of El Presidente Boulevard, on a site within the City of Leesburg ISBA in accordance with their PUD application and supplemental information.

**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, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

**CONDITIONS**

The following conditions shall apply to the development proposed herein. If 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** is hereby granted to **Infinity Holdings III, LLC c/o Yicxy Pringle, "Owner", 27101 US Highway 27, Leesburg, FL 34748** 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 USE**

The above-described property, containing approximately 10.02 +/- acres, shall be used for self-storage facility substantially consistent with the **Conceptual Plan, Exhibit C, and Example Facades, Exhibit D**, attached hereto, pursuant to City of Leesburg development codes and standards.

#### A. Permitted Uses

1. Indoor Self-Storage Facility
2. Outdoor Self-Storage Facility (Boat, RV)
3. One (1) onsite apartment for management/security use.

#### B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

#### C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

### 4. **DEVELOPMENT STANDARDS**

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 50-feet
2. Side: 20-feet
3. Rear: 50-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed three (3) stories with a maximum height of 35-feet. Parapet, roof, elevators, a/c units etc., are not included in the 35-feet height maximum.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. 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.

- H. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

## 5. ACCESS AND CIRCULATION

### A. Site Access

- 1. Access to the site shall be provided by a minimum of one (1) access point from US Highway 27, as shown on **Exhibit C, Conceptual Site Plan**, attached hereto. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation, and the Development Review process.

### B. Internal Circulation

- 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.

### C. Pedestrian Access

- 1. Sidewalks shall be installed per City of Leesburg codes and specifications.
- 2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

## 6. PARKING

### A. General

- 1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
- 2. 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.

## 7. ARCHITECTURAL STANDARDS

- A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.
- B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.
- C. 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 E**, attached hereto.

- D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The structure shall be subject to Section 25-360 City of Leesburg Code of Ordinances.

## 8. SIGNAGE

- A. Ground signs
  - 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
  - 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
  - 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
  - 1. All wall signage for the property 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.

## 9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

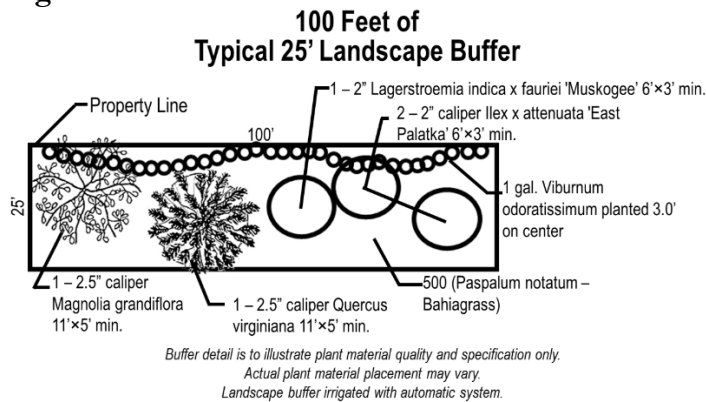
- A. Open space may consist of buffers, wetlands, and retention areas.
- B. Required Perimeter Landscape Buffers:
  - 1. North – 10’
  - 2. South – 5’
  - 3. East – 10’
  - 4. West – 10’
- C. Landscape buffers are to consist of natural existing landscaping where possible.
- D. A master landscape plan 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**), attached hereto, and City of Leesburg landscape code requirements.
- E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.
- F. Due to the large distance between the property and the adjacent residential uses to the south and wetlands to the west, a chain link fence is permissible in lieu of an opaque fence. The fence, chain link or opaque, must have a minimum height of six (6) feet, and be no more than eight (8) feet in height. No fence shall be required in the front yard of the subject property adjacent to US Highway 27.



**Figure A**

|                                                 |                                                                                                                                                                                                                                             |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Canopy Trees (per 100 l.f.)                     | 2 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                 | 2" cal, 12' overall height                                                                                                                                                                                                                  |
| <b>Optional Ornamental Trees (per 100 l.f.)</b> | 3 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                 | 2" cal, 7' overall height                                                                                                                                                                                                                   |
| <b>Shrub Screen (per 100 l.f.)</b>              |                                                                                                                                                                                                                                             |
| 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**



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. 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. The tree survey shall be completed by a licensed surveyor.

## 10. 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:

1. 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.
2. 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.
3. 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.

## **11. STORMWATER/DRAINAGE MANAGEMENT**

- A. 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:
  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. 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 or property owners association is an acceptable maintenance entity.
  4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
  5. 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.
  6. 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.

7. 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.
  - a. 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.
  - b. 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.

**12. 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 property owner'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.

### **13. TRANSPORTATION IMPROVEMENTS**

#### **A. Traffic/Transportation Study**

- 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

#### **B. Approvals for Improvements**

- 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
- 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

#### **C. Roadway Improvements**

- 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to US Highway 27.
- 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

#### **D. Internal Circulation**

- 1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

### **14. IRRIGATION & WATER USAGE**

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, 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.

**15. 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 shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

**16. 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 review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only 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.

**17. REVERSION**

- A. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

**18. MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. 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 Agreement 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 these PUD Agreement of Approval 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. This PUD Agreement 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.

## **19. LEVELS OF SERVICE**

- 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
  - A. 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. 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.

## EXHIBIT B

## LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

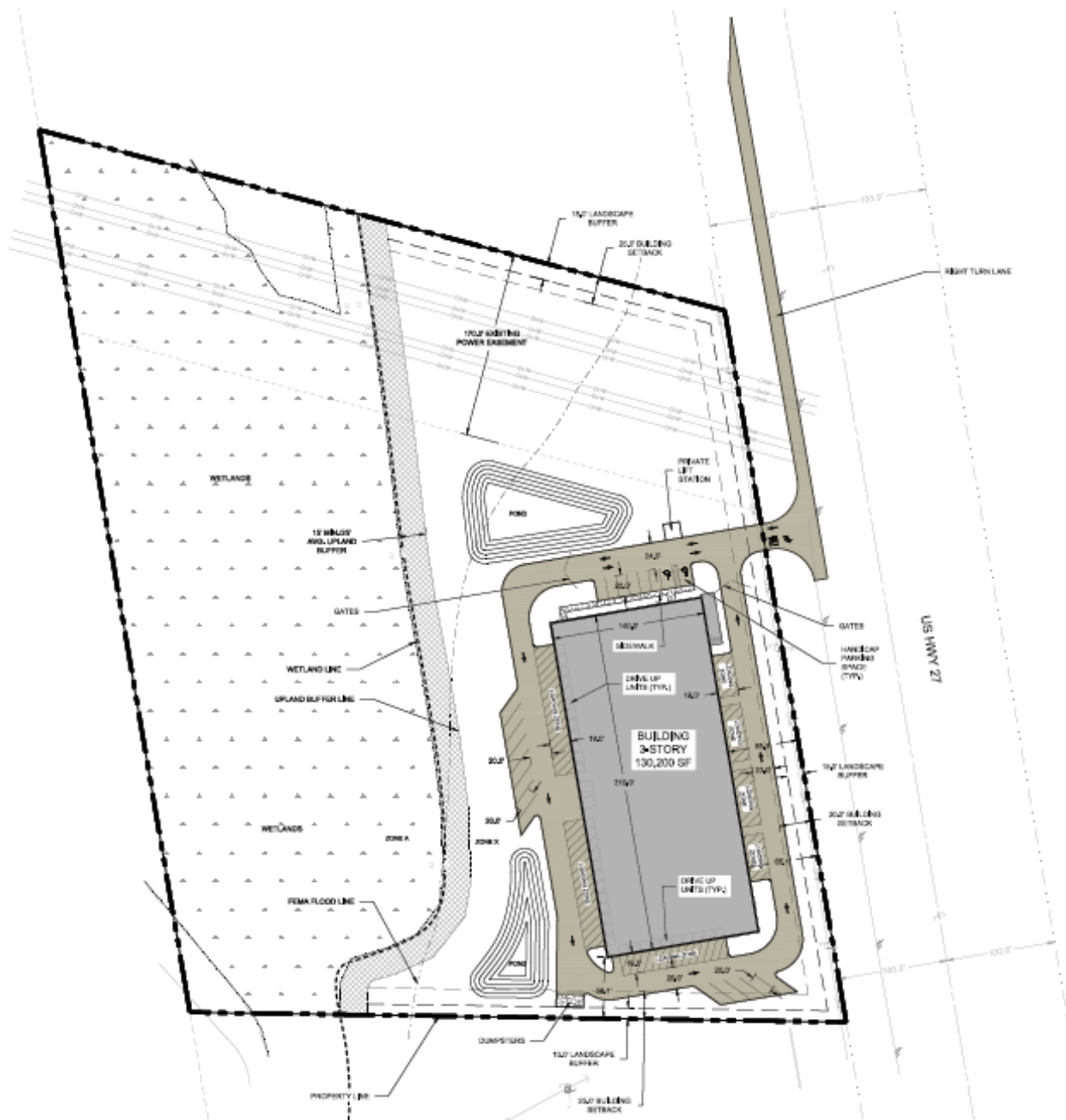
FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 218.18 FEET TO THE NORTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513, CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 186.75 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN SOUTH 76°07'58" EAST ALONG THE SOUTH LINE FOR A DISTANCE OF 648.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 186.75 FEET TO THE AFORESAID NORTH LINE OF SAID FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID NORTHERLY LINE FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

AND

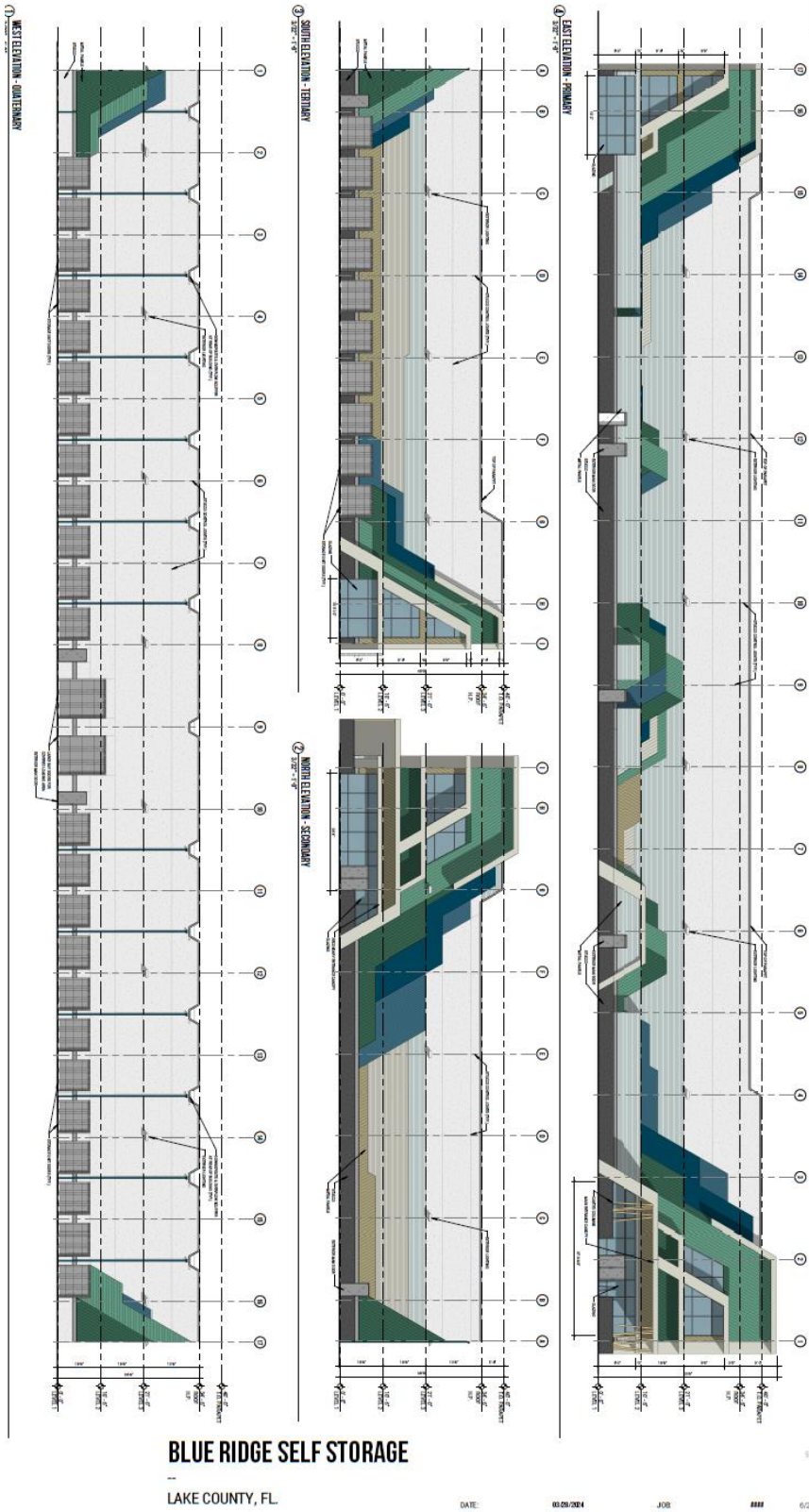
THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE EAST 660 FEET OF THE SOUTH 284 FEET OF THE NORTH 550 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, RUN EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO A POINT THAT IS 600 FEET WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE EAST TO A POINT ON A LINE THAT IS 500 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO A POINT THAT IS 300 FEET SOUTH OF SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WEST TO A POINT ON A LINE THAT IS 600 FEET WEST AND PARALLEL TO SAID WESTERLY LINE OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 27; THENCE RUN SOUTHEASTERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 404.93 FEET TO THE SOUTH LINE OF A 170.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (LAW #7513 CIRCUIT COURT LAKE COUNTY, FLORIDA, DRAWING #T-4707-D-3) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 10°35'00" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 632.03 FEET TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25; THENCE RUN NORTH 89° 59'21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 600.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID U. S. HIGHWAY NO. 27; THENCE RUN NORTH 10°35'00" WEST ALONG THE SAID WESTERLY RIGHT OF WAY FOR A DISTANCE OF 473.92 FEET TO THE AFORESAID SOUTH LINE OF A FLORIDA POWER CORPORATION EASEMENT; THENCE RUN NORTH 76°07'58" WEST ALONG THE SAID SOUTHERLY LINE OF THE FLORIDA POWER CORPORATION EASEMENT FOR A DISTANCE OF 648.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.01 ACRES MORE OR LESS.



EXTERIOR ELEVATIONS

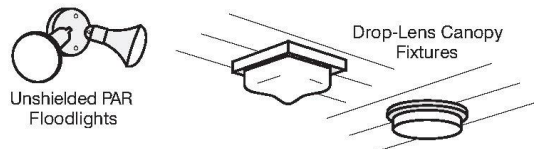
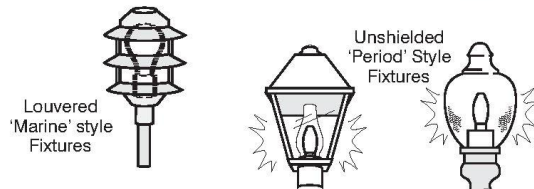
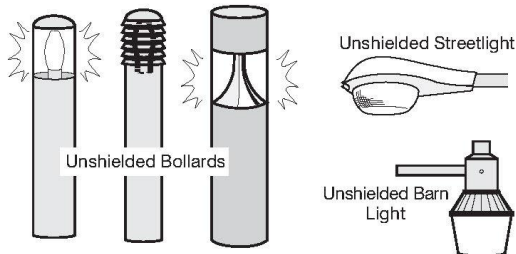
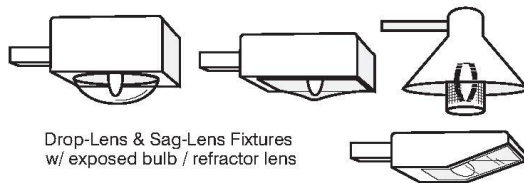
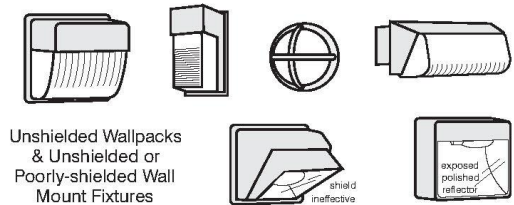
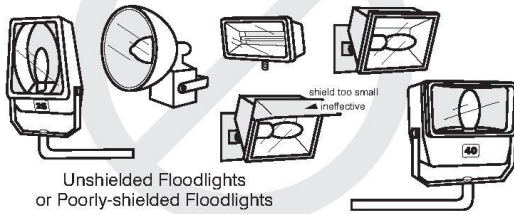




## Examples of Acceptable / Unacceptable Lighting Fixtures

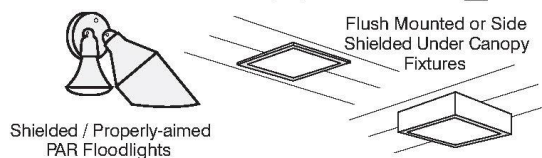
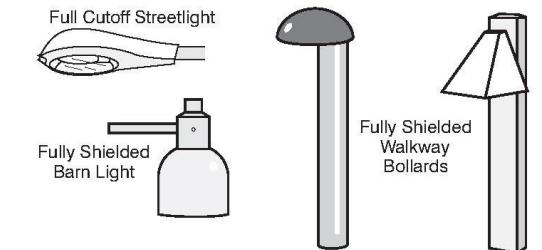
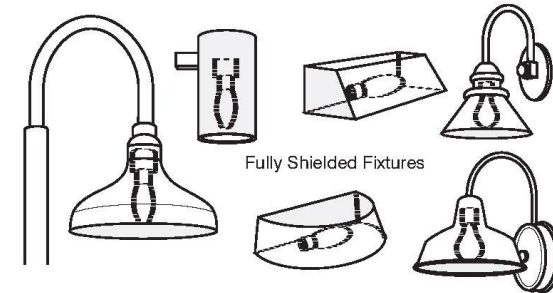
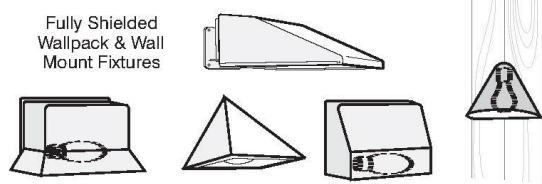
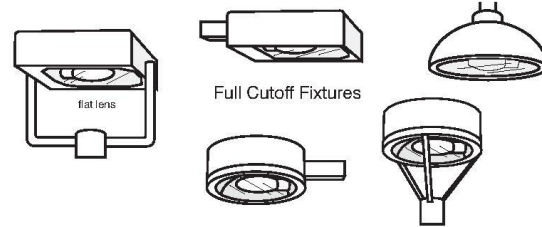
### Unacceptable / Discouraged

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



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## **CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS**

**DATE:** August 22, 2024  
**OWNER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PETITIONER:** Joseph Bricklemeyer  
**PROJECT:** Blue Ridge Storage  
**REQUEST:** Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development).  
**CASE NO.:** PUD-24-217

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### **THE PLANNING & ZONING DEPARTMENT RECOMMENDS:**

APPROVAL of the request

#### **for the following reason(s):**

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County PUD (Planned Unit Development) and RMRP (Mobile Home Rental Park) and City of Leesburg PUD (Planned Unit Development).
2. The proposed request for the Future Land Use designation of General Commercial, is compatible with the proposed zoning of PUD.
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location, proximity to compatible development, and indoor industrial flex use.

#### **Action Requested:**

1. Vote to *approve* the proposed rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
DEPARTMENTAL REVIEW SUMMARY**

**DATE:** August 22, 2024  
**OWNER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PETITIONER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PROJECT:** Blue Ridge Storage  
**REQUEST:** Small Scale Comprehensive Plan Amendment from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)  
**CASE NO.:** ANNX-24-215; SSCP-24-216; PUD-24-217

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

**POLICE**

No comments received as of 8/16/2024.

**FIRE**

No comments received as of 8/16/2024.

**ELECTRIC**

This is outside of Leesburg Electric Service Territory. No objections. – Steve Davis, 8/5/2024.

**GAS**

No comment. – Wayne Williams, 8/5/2024.

**GIS**

No comments received as of 8/16/2024.

**BUILDING**

No comments received as of 8/16/2024.

**PUBLIC WORKS**

Public Works has no issues with this item. – Cliff Kelsey, 8/5/2024.

**GIS/ADDRESSING**

No comments received as of 8/16/2024.

**HOUSING & REDEVELOPMENT**

No comments received as of 8/16/2024.

**LAKE COUNTY PUBLIC WORKS**

I have no comment. – Seth Lynch, 8/2/2024.

## **LAKE COUNTY SCHOOLS**

No comment for the self-storage facility. – Helen LaValley, 8/15/2024

## **PUBLIC RESPONSES**

### **Approval**

No comments received as of 8/16/2024.

### **Disapproval**

No comments received as of 8/16/2024.

### **No comment**

No comments received as of 8/16/2024.

### **Notice of Appearance filed:**

None received as of 8/16/2024.

## **PUBLIC COMMENTS (APPROVAL WITH REQUESTS)**

No comments received as of 8/16/2024.

## **PUBLIC COMMENTS (DISAPPROVAL)**

No comments received as of 8/16/2024.

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
STAFF SUMMARY**

**DATE:** August 11, 2024  
**OWNER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PETITIONER:** Infinity Holdings III. LLC – Yicxy Pringle, Manager  
**PROJECT:** Blue Ridge Storage  
**REQUEST:** Small Scale Comprehensive Plan from Lake County Urban Low Density to City General Commercial and Rezoning from Lake County PUD (Planned Unit Development) to City PUD (Planned Unit Development)  
**CASE NO.:** ANNX-24-215; SSCP-24-216; PUD-24-217

**GENERAL LOCATION:** West of US Highway 441 and north of El Presidente Boulevard

**FUTURE LAND USE DESIGNATION:** Lake County Urban Low Density

**SURROUNDING FUTURE LAND USE DESIGNATION:**

North – Lake County Urban Low Density  
South – Lake County Urban Low Density  
East – Lake County Rural Transition; City of Leesburg Estate Residential  
West – Lake County Urban Low Density

**PROPOSED FUTURE LAND USE DESIGNATION:** City General Commercial

**EXISTING ZONING DESIGNATION:** County PUD (Planned Unit Development)

**SURROUNDING ZONING DESIGNATIONS:**

North – Lake County PUD (Planned Unit Development)  
South – Lake County RMRP (Mobile Home Rental Park District)  
East – Lake County RMRP (Mobile Home Rental Park District); City of Leesburg PUD (Planned Unit Development)  
West – Lake County RMRP (Mobile Home Rental Park District)

**PROPOSED ZONING DESIGNATION:** City PUD (Planned Unit Development)

**EXISTING LAND USE:** Vacant, Undeveloped

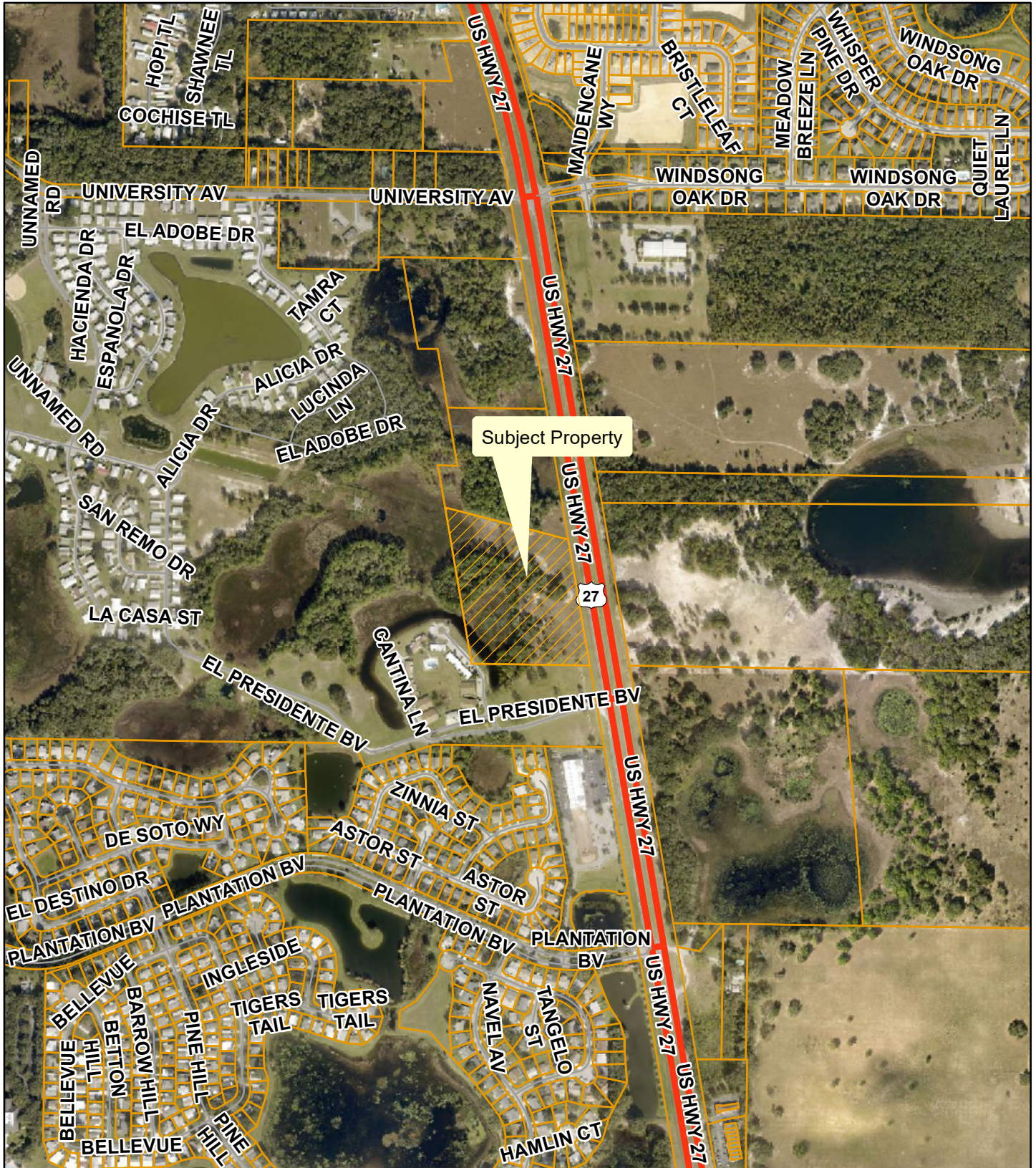
**SURROUNDING LAND USE:**

North – Vacant Commercial  
South – Spanish Village Mobile Home Park  
East – Vacant Non-Agricultural; Pasture - Improved  
West – Spanish Village Mobile Home Park

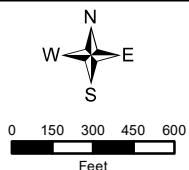
**PROPOSED LAND USE:** Self-storage facility



# Extended Locator



**Planning  
& Zoning  
Division**



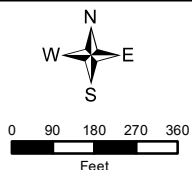
Blue Ridge Storage  
ANX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Aerial



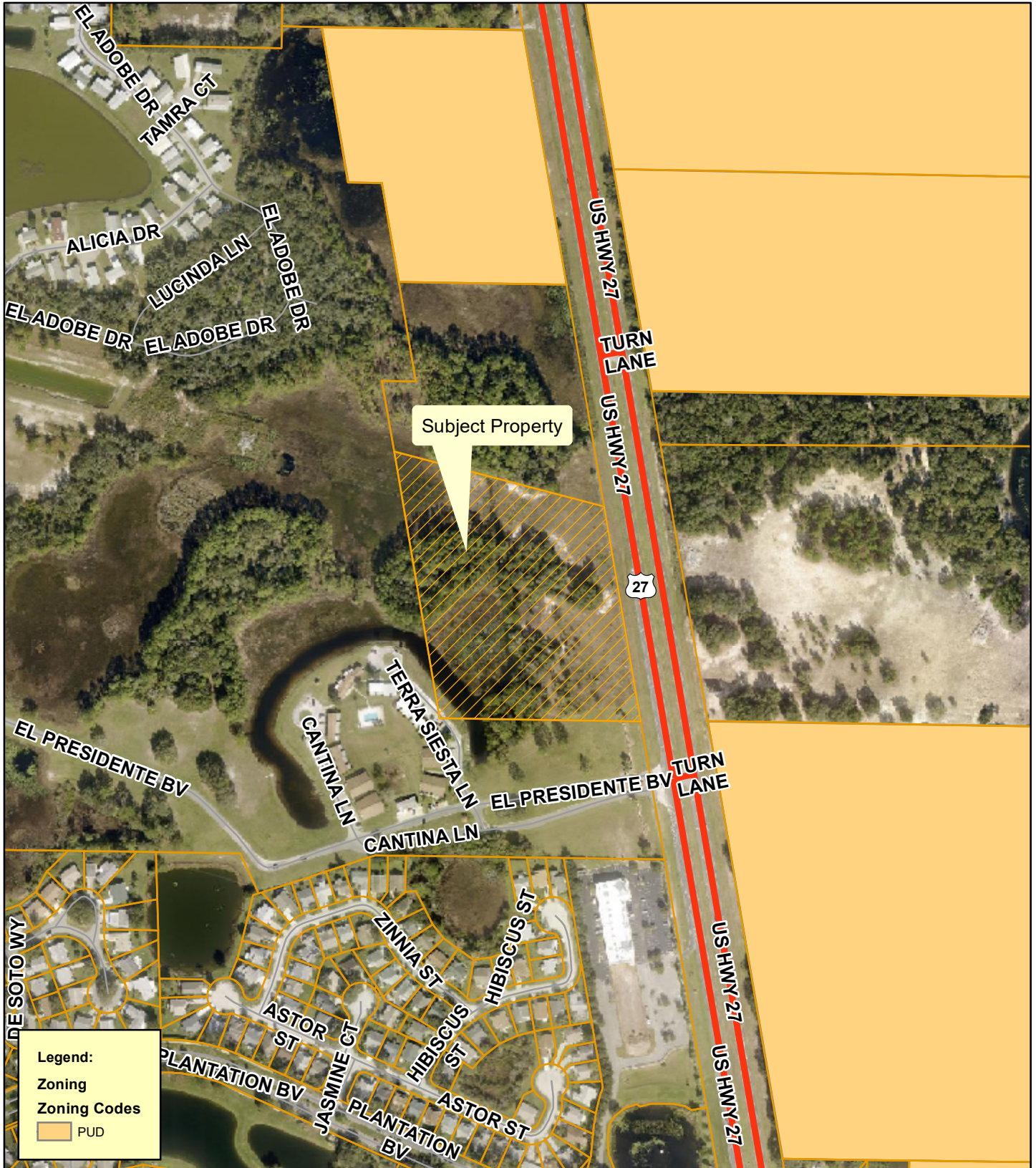
**Planning  
& Zoning  
Division**



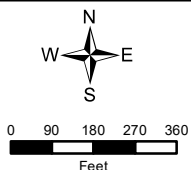
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Zoning



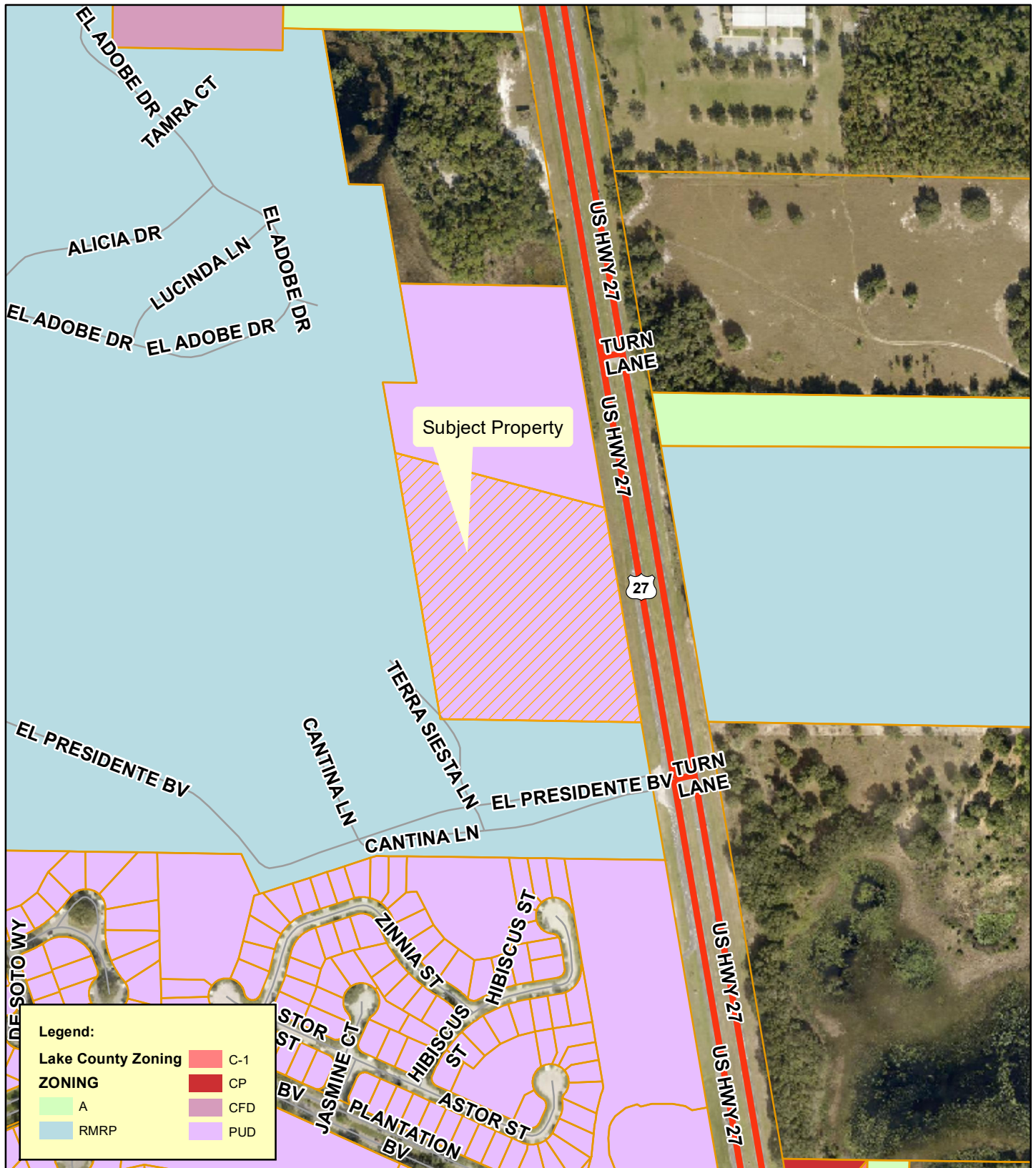
**Planning  
& Zoning  
Division**



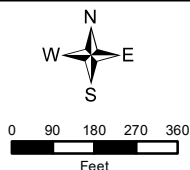
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Lake County Zoning



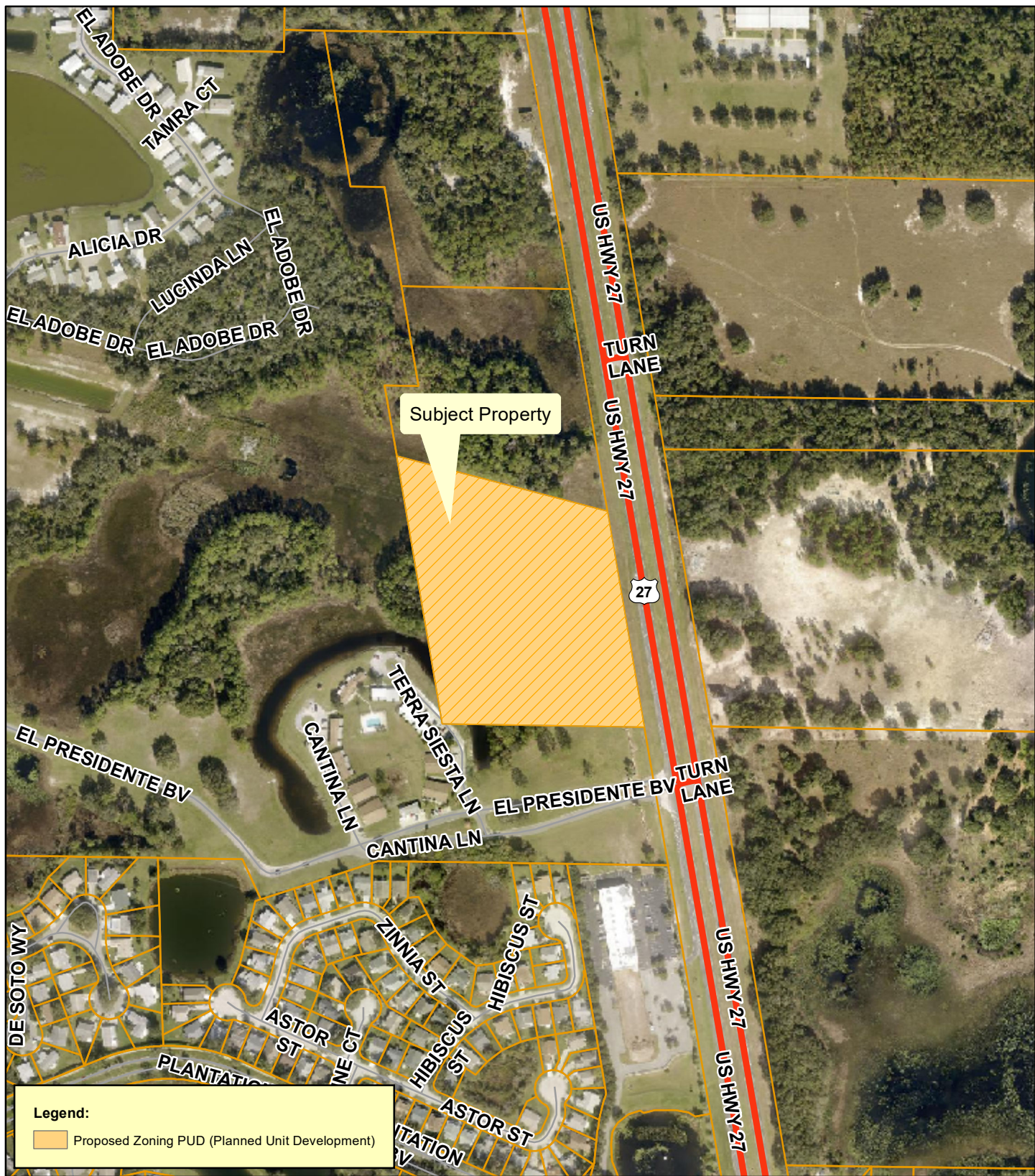
**Planning  
& Zoning  
Division**



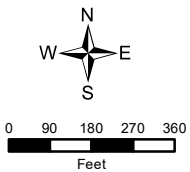
Blue Ridge Storage  
 ANN-24-215; SSCP-24-216; PUD-24-217  
 AK #3834181  
 July 29, 2024



# Proposed Zoning



## Planning & Zoning Division



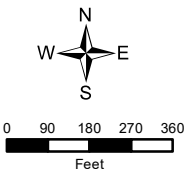
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
August 2, 2024



# Flood Zone



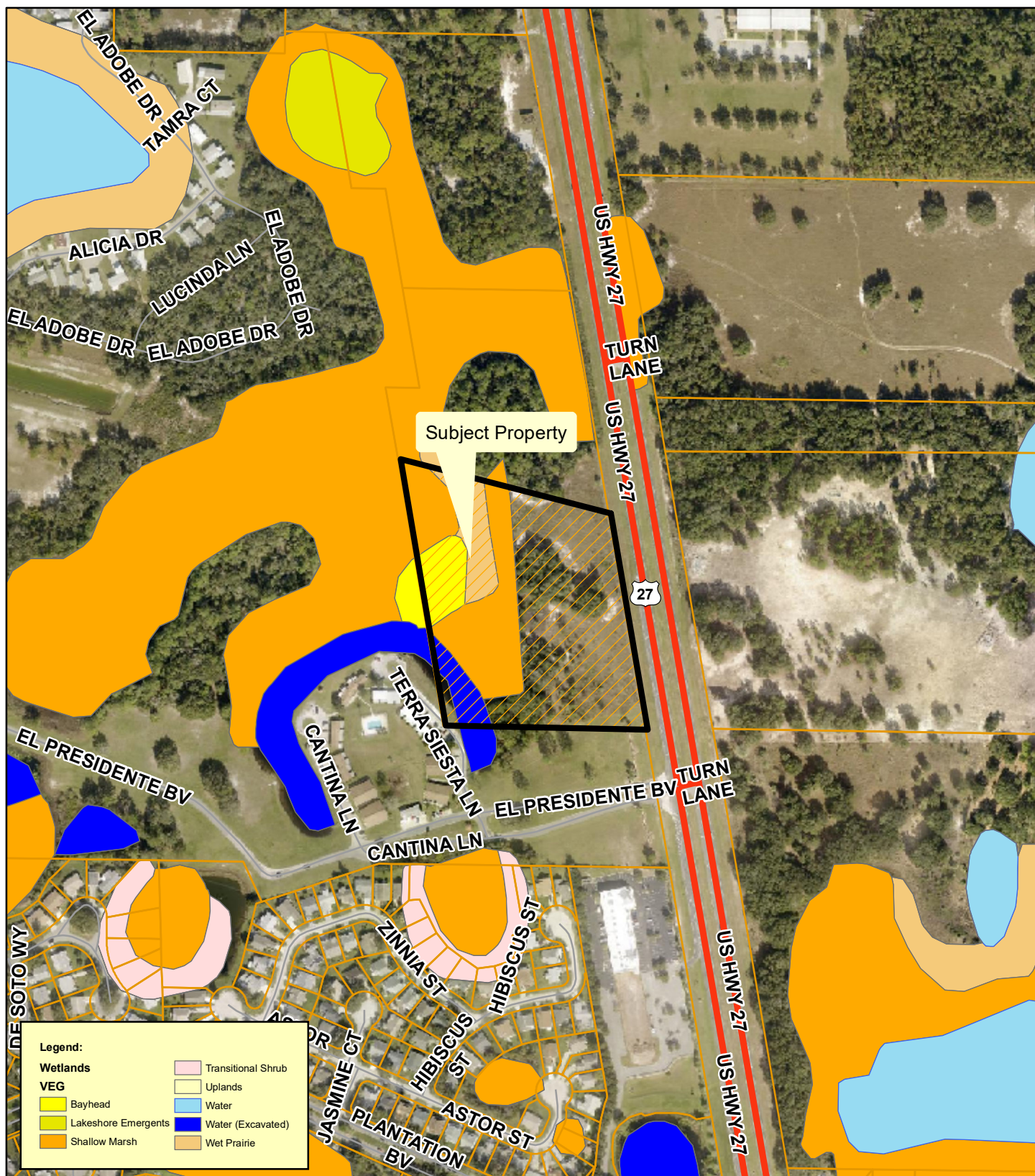
**Planning  
& Zoning  
Division**



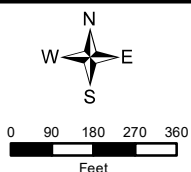
Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024



# Wetlands



## Planning & Zoning Division



Blue Ridge Storage  
ANNX-24-215; SSCP-24-216; PUD-24-217  
AK #3834181  
July 29, 2024





Close up of sign.



Looking into subject property from US Highway 27.





Looking north along US Highway 27.



Looking south along US Highway 27.



Looking across US Highway 27.





DRAFT SUMMARY MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY HALL

THURSDAY, August 22, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 22<sup>nd</sup>, 2024, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett – Chairman  
Nathaniel Sanders – Vice-Chairman  
Ted Bowersox  
John O’Kelley  
Frazier Marshall  
Stewart Kaplan  
Ze’ Shieca Carter

The following Commission member was absent:

Darin Akkerman

The following Alternate Commission member was present:

Ken Simeone, Alternate; was not seated and did not vote. Mr. Simeone advised that he will not be available for the September 19<sup>th</sup>, 2024 Planning Commission meeting.

City staff present were Dan Miller, Director, Planning & Zoning, Kandi Harper, Deputy Planning & Zoning Director, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner and Melissa Medders, Planner. City attorney Grant Watson was also present.

The meeting was called to order at 4:30 PM with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Chairman Sennett asked the city attorney, Grant Watson, to swear in anyone wishing to speak during the proceedings.

City attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller introduced staff and informed the audience of the rules of participation and the need to sign the speaker's registry. Mr. Miller outlined how Planning Commission meetings are conducted, the rules for public participation during the meeting and the responsibilities of the Planning Commission.

Chairman Sennett called for changes to the Minutes of the July 18<sup>th</sup>, 2024 Regular Meeting of the Planning Commission. Hearing none, Chairman Sennett called for a motion regarding the **MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, JULY 18<sup>TH</sup>, 2024.**

**Commissioner (Vice-Chairman) Sanders made a motion to APPROVE the minutes from the July 18<sup>th</sup>, 2024 Planning Commission regular meeting. Commissioner Bowersox SECONDED the motion, which PASSED by voice vote of 6 – 0. Commissioner Carter abstained because she was not present at the July 18<sup>th</sup> Planning Commission meeting.**

Chairman Sennett called for the first case under new business be brought forward.

## **NEW BUSINESS**

### **PUBLIC HEARING CASE # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28<sup>TH</sup>, 2024)**

(Blue Ridge Storage SSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south U.S. Highway 27.

Christine Rock, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases. Mr. Miller read the permitted uses on the site under the Conditions of Approval of the Planned Unit Development as well as development requirements. Mr. Miller stated that where the PUD does not speak to development requirements, the development will be guided by C-3 highway zoning district. Building is limited to three (3) stories. Lake County Public Works did not indicate that roadway improvements would be necessary for this project; should be standard acceleration lane and deceleration lane requirements; no septic or well on the site, must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated for the record, two minor requests from the applicant that are acceptable to staff: first, Section 4. Development Standards, maximum height is three stories or 35-feet to also allow for parapets in the design of the buildings; the parapets are acceptable because they are to be used to hide rooftop infrastructure such as air conditioning unit and elevator shaft; and second, Section 9. Open Space to allow the fence to be chain link because there are significant spatial buffers of approximately 250-feet between residential uses and the roadway to the south as well as wetlands and trees.

Mr. Miller stated that staff is recommending approval of the cases.

Chairman Sennett called for questions from the applicant. There were none. Chairman Sennett called for questions from the Planning Commission. There were none. Chairman Sennett called for questions from the public. There were none.

Chairman Sennett closed the public portion of the meeting.

Chairman Sennett entertained a motion regarding case # **SSCP-24-216**, and then the voting took place.

**Commissioner Bowersox made a motion to APPROVE case # SSCP-24-216 – BLUE RIDGE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT. Commissioner Marshall SECONDED the motion.**

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O'Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice-Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |

The motion PASSED by a vote of 7-0.

Chairman Sennett stated that the building height should be limited to three stories and allow for the parapet. Mr. Miller stated that the building height would remain at 35-feet and allow for the parapets. Chairman Sennett agreed.

**PUBLIC HEARING CASE # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 10.02 +/- ACRES FROM LAKE COUNTY PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED WEST OF US HIGHWAY 27 AND NORTH OF EL PRESIDENTE BOULEVARD AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, OCTOBER 28<sup>TH</sup>, 2024)** (Blue Ridge Storage SPUD)

Commissioner Bowersox made a motion to **APPROVE** case # PUD-24-217 – BLUE RIDGE STORAGE – PLANNED UNIT DEVELOPMENT as amended to a building height of 35-foot maximum, allowing the parapet and allowing the existing chain link fence to remain. **Commissioner Carter SECONDED the motion, which PASSED unanimously by verbal roll call vote of 7 – 0.**

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice-Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |

Chairman Sennett called for the third item under new business be brought forward.

**PUBLIC HEARING CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG INDUSTRIAL TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF



HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** (Blount Birchmier Leesburg LLC SSCP)

Chairman Sennett called for a motion regarding **CASE # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.**

**Commissioner Carter made a motion to POSTPONE case # SSCP-24-221 – BLOUNT BIRCHMIER LEESBURG LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT to a date certain of September 19<sup>th</sup>, 2024 Regular Meeting of the Planning Commission. Commissioner Kaplan SECONDED the motion.**

City attorney Watson clarified for the record that the September Planning Commission meeting would occur in Commission Chambers at 4:30 PM on September 19<sup>th</sup>, 2024.

Commissioner Carter asked why the cases were being postponed. Mr. Miller advised the Planning Commissioners that staff asked the applicant to postpone the applications to the September 19<sup>th</sup>, 2024 Planning Commission meeting in order to meet with staff to discuss details of the proposed development. The applicant agreed to the postponement.

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |

The motion PASSED by a vote of 7 – 0.

Chairman Sennett called for the fourth item to be brought forward.

**PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 31 +/- ACRES FROM CITY OF LEESBURG CIP (COMMERCIAL/INDUSTRIAL PLANNED) TO CITY OF

LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF US HIGHWAY 27, AND EAST OF HAYWOOD WORM FARM RD, AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(POSTPONED TO SEPTEMBER 19, 2024 PLANNING COMMISSION MEETING)** ~~(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 14, 2024)~~ (Blount Birchmier Leesburg LLC PUD)

Chairman Sennett called for a motion regarding **PUBLIC HEARING CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT.**

**Commissioner Carter made a motion to POSTPONE CASE # PUD-24-222 – BLOUNT BIRCHMIER LEESBURG LLC – PLANNED UNIT DEVELOPMENT** to a date certain of September 19<sup>th</sup>, 2024 Regular Meeting of the Planning Commission in Commission Chambers. Commissioner Kaplan **SECONDED** the motion.

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |

The motion to postpone **PASSED** by a voice roll call vote of 7 – 0.

Chairman Sennett called for the fifth item to be brought forward.

**PUBLIC HEARING CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE, AS

LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12<sup>TH</sup>, 2024)** (Lake Bright/Brighurst LSCP)

Mr. Miller provided background information on the cases: uses, size, and location on south County Road 33. Mr. Miller described the proposed changes to the Future Land Use designation and the Zoning category.

Dianne Yekel, Senior Planner, presented the maps and described the conditions on the property and the location of the proposed development.

Mr. Miller provided city staff, county departments, Lake County Schools, and public responses to public notice of these cases: City of Leesburg Electric Department noted that this site is outside the city's electric service area; Lake County Schools stated that this development will be subject to school concurrency requirement review, mitigation agreement between the developer and the School Board to provide cash payment for new student stations that will be necessary because of the development should it be approved and constructed; and Lake County Public Works provided significant comments regarding roadway improvements along County Road 33; and will review stormwater management plans. Public (citizen) responses from the neighbors with handouts: concerns were for existing cattle on neighbor's property and need for a concrete fence along the Brighurst property. Mr. Miller described the proposed development site plan that included the number of dwelling units and density. Mr. Miller described the "phasing or expiration clause" that limits the life of the PUD to 48-months from approval; if not substantially commenced at 48-months, the site reverts to RE-1 zoning category that requires one acre per dwelling unit. Development must connect to city water and sewer.

Mr. Miller read staff Recommendations into the record for both cases (Large Scale Comprehensive Plan Map amendment and Planned Unit Development).

Mr. Miller stated that staff is recommending approval of the cases.

Commissioner Marshall posed questions regarding Lake Thomas Road in the neighborhood; Lake County stated that they are not responsible for Lake Thomas Road; Mr. Miller stated that the developer is responsible for maintaining the road during development if there are residents taking access from it.

Andrew McCown, Planning Manager, GAI, made a presentation on behalf of the developer describing the proposed development in detail. Mr. McCown handed out a paper presentation detailing the proposed development.

The transportation consultant from Traffic Mobility Consultants spoke regarding the traffic study that is being performed in support of the development; that there is 15% to 20% remaining

capacity; final study will be completed by the time of the City Commission hearing on September 23<sup>rd</sup>, 2024.

Mr. McCown pointed out two changes being requested: 1) Lot depth reduction from 120-feet to 115-feet; and 2) rear yard building setback reduction from 18-feet to 15-feet.

Chairman Sennett asked if the lot depth allowed for cars to be parked in the driveway without blocking the sidewalk; Mr. Miller responded in the affirmative.

Vice-Chairman Sanders inquired about the price of the homes. Ben Snyder, Hanover Homes, explained that the price-point has not been established because of the lag time between establishment of entitlements, construction, and sale but that the homes will be market rate housing, standard primary homes.

Commissioner Marshall stated that the lot sizes are too small. Mr. Snyder explained that larger lot sizes push the price of a home upward; that Hanover is trying to keep home prices reasonable; and that 50-foot lots allow for a range of house sizes for a range of home buyers.

Chairman Sennett called for public comment and explained that comments are limited to 3-minutes per speaker and asked that the speakers not be repetitive in their comments.

Chairman Sennett open the meeting for public comment.

Public comments were regarding current uses such as private homes, cattle, hogs, and chickens; close proximity of the proposed dwelling units to their homes, concern for loss of privacy; type and height of fence being proposed; concerned for trespass and increased dogs in pastures killing calves; prefer solid 10-foot concrete fence around the proposed development; concern for loss of property value; not fair to push liability (of charging bulls due to trespass) onto current residents; lower value marketing scheme is being proposed; trash along County Road 33; increased traffic volume and noise; increased traffic incidents because of speed, volume, and blind hill; increased pollution.

Mr. Miller explained that the City of Leesburg supports Lake County Public Works Department regarding transportation and road requirements.

The applicant offered rebuttal regarding number of stories of the dwelling units (some but not all could be two story) and the width of the buffer.

Commissioner Bowersox questioned the fencing being proposed. Ben Snyder responded regarding trespass laws and homeowner comments about concrete walls surrounding their property; that homeowners prefer split-rail fence and vegetative buffer for a more rural feel.

Commissioner Bowersox requested a more permanent fence and that the developer respect the current property owners.

Commissioner Carter asked about the traffic study being public information. Mr. Miller stated that it is public information and can be posted on the city's website.



Commissioner Carter asked Mr. Miller to restate the current zoning. Mr. Miller stated that the current zoning is Lake County Agriculture.

Chairman Sennett closed the public portion of the meeting and opened the meeting for Commission discussion.

Commissioner Bowersox restated his concern for the fence and the security of the current residents.

**Commissioner (Vice Chairman) Sanders made a motion to APPROVE CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner (Vice Chairman) Sanders’ motion died on the floor for lack of a SECOND.**

Commissioner Carter stated that the proposed development is too detrimental to the area; asked for responsible development; and that developers create charter schools in the developments they are proposing.

Chairman Sennett introduced the sixth item on the agenda and asked for a motion.

**PUBLIC HEARING CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 208.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 33 AND SOUTH OF LAKE BRITE STREET, AND WEST OF COUNTY ROAD 33 AND SOUTH OF DESERT LANE AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 23<sup>RD</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR TUESDAY, NOVEMBER 12<sup>TH</sup>, 2024)** (Lake Bright/Brighurst PUD)

**Commissioner Marshall made a MOTION to DENY CASE # PUD-24-234 – LAKE BRIGHT/BRIGHURST – PLANNED UNIT DEVELOPMENT. Commissioner O’Kelley SECONDED the motion.**

A roll call vote was held on the motion for denial.

The voting took place.

The roll call vote was:

Commissioner Bowersox

Yea

|                                      |     |
|--------------------------------------|-----|
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice Chairman) Sanders | Nay |

The motion for DENIAL PASSED by a vote of 6 – 1.

City attorney Watson questioned the Chairman regarding a motion on Item Number 5, CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT for clarification of the Planning Commission’s recommendation to the City Commission.

**Commissioner O’Kelley made a motion to DENY CASE # LSCP-24-233 – LAKE BRIGHT/BRIGHURST – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Carter SECONDED the motion.**

Chairman Sennett called for a roll call vote.

The voting took place.

The roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner (Vice Chairman) Sanders | Nay |
| Commissioner Bowersox                | Yea |
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |

The motion for DENIAL PASSED by a vote of 6 – 1.

Prompted by a question from Commissioner Marshall, City attorney Watson explained the proper procedure for the Planning Commission to make clear recommendations to the City Commission that puts the question before the Planning Commission to rest.

Commissioner Carter clarified that the Planning Commission is a recommending body; not responsible for the final decision.

Mr. Miller stated that this case would be heard on September 23<sup>rd</sup> City Commission; but to check with Planning and Zoning office to ensure the correct date and time.

Chairman Sennett called for the seventh item to be brought forward.

**PUBLIC HEARING CASE # CPTA-24-230 – 2045 CITY OF LEESBURG  
COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY  
FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN  
TEXT AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT; TRANSPORTATION ELEMENT; HOUSING ELEMENT; SANITARY SEWER ELEMENT; POTABLE WATER ELEMENT; SOLID WASTE ELEMENT; DRAINAGE ELEMENT; AQUIFER RECHARGE ELEMENT; CONSERVATION ELEMENT; RECREATION AND OPEN SPACE ELEMENT; INTERGOVERNMENTAL COORDINATION ELEMENT; CAPITAL IMPROVEMENTS ELEMENT; AVIATION ELEMENT; PROPERTY RIGHTS ELEMENT UNDER THE PROCEDURES ESTABLISHED IN SECTIONS 163.3184(2) AND (4); AND TO COMPLY WITH SECTIONS 163 AND 373 OF THE FLORIDA STATUTES RELATED TO WATER SUPPLY PLANNING REQUIREMENTS BY AMENDING "THE WATER SUPPLY FACILITIES WORK PLAN" AND INCORPORATING THE WATER SUPPLY FACILITIES WORK PLAN AS AN APPENDIX TO THE POTABLE WATER ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 9<sup>th</sup>, 2024 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, DECEMBER 12<sup>TH</sup>, 2024)** (Comprehensive Plan Update / Water Supply Facilities Work Plan Update)

Mr. Miller explained the reason for, and timeline for, revision to the city's Comprehensive Plan which has been updated for public review and will be submitted to the Florida Department of Commerce for state agency review.

Mr. Miller also explained the organization of the revised Comprehensive Plan and some of the changes that were introduced during the revision process.

Mr. Miller also explained the difference between Future Land Use and Zoning.

Mr. Miller introduced the city's consultant, Calvin Giordano and Associates (CGA), representatives, Luis Serna and Alyssa Livingstone.

The Commission and Mr. Miller discussed population counts.

Chairman Sennett called for a motion regarding case #CPTA-24-230 – 2045 CITY OF

LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES  
WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT.

**Commissioner Bowersox made a motion to APPROVE case # CPTA-24-230 – 2045 CITY OF LEESBURG COMPREHENSIVE PLAN UPDATE AND WATER SUPPLY FACILITIES WORK PLAN UPDATE – COMPREHENSIVE PLAN TEXT AMENDMENT. Commissioner Carter SECONDED the motion.**

Chairman Sennett called for a roll call vote.

Roll call vote was:

|                                      |     |
|--------------------------------------|-----|
| Commissioner Carter                  | Yea |
| Chairman Sennett                     | Yea |
| Commissioner Kaplan                  | Yea |
| Commissioner O’Kelley                | Yea |
| Commissioner Marshall                | Yea |
| Commissioner (Vice-Chairman) Sanders | Yea |
| Commissioner Bowersox                | Yea |

The motion PASSED by a vote of 7-0.

**DISCUSSION ITEMS**

None

**ANNOUNCEMENTS**

None

**ADJOURNMENT**

Chairman Sennett adjourned the meeting at 6:48 p.m.

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Timothy H. Sennett, Chairman

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Kandi Harper, Deputy Planning and Zoning Director



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.7.

**Meeting Date:** September 23, 2024

**From:** Al Minner, (City Manager)

**Subject:** An Ordinance of the City of Leesburg, Florida; creating Section 2-8 of the City's Code of Ordinances; entitled control of access to City-Owned, controlled, and leased property; establishing a process to designate facilities as public forums, limited public forums or non-public forums; establishing trespass notice for public property; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

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### **Staff Recommendation:**

Conduct first reading and set public hearing and second reading for October 14, 2024.

### **Analysis:**

This ordinance is required to facilitate new state legislation that goes into effect on October 1, 2024.

### **Procurement Analysis:**

N/A

### **Options:**

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

### **Fiscal Impact:**

**ORDINANCE NO. 2024-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA;  
CREATING SECTION 2-8 OF THE CITY’S CODE OF  
ORDINANCES; ENTITLED CONTROL OF ACCESS TO  
CITY-OWNED, CONTROLLED, AND LEASED  
PROPERTY; ESTABLISHING A PROCESS TO DESIGNATE  
FACILITIES AS PUBLIC FORUMS, LIMITED PUBLIC  
FORUMS OR NON-PUBLIC FORUMS; ESTABLISHING  
TRESPASS NOTICE FOR PUBLIC PROPERTY;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; PROVIDING FOR CODIFICATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safely, and welfare of its residents; and

**WHEREAS**, City-owned, controlled, and leased properties serve many different purposes in provision of services to the residents of Leesburg, Florida, by its various departments; and

**WHEREAS**, to perform efficiently the various types of governmental services, it is necessary to designate City-owned, controlled, and leased properties as public forums, limited public forums and nonpublic forums; and

**WHEREAS**, federal courts have held that the “First Amendment protects the right to gather information about what public officials do on public property, and specifically, a right to record matters of public interest.” See *Smith v. City of Cumming*, 212 F.3d 1332, 1333 (11th Cir. 2000). However, “like all First Amendment protections, this right is subject to reasonable time, manner and place restrictions.” *Sheets v. City of Punta Gorda, Florida*, 415 F.Supp.3d 1115,1121 (M.D. Fla. 2019) (citing *Smith v. City of Cumming*, 212 F.3d 1332 (11th 27 Cir. 2000); and

**WHEREAS**, however, the United States Court of Appeals for the 11th Circuit has opined that “[i]t is now clear that the First Amendment does not guarantee access to property just because it is owned by the government.” *Bloedorn v. Grube*, 631 F.3d. 1218, 1230 (11<sup>th</sup> Cir. 2011); and

**WHEREAS**, the established law evaluates First Amendment claims based upon the type of forum the activity takes place in, or that activity is restricted from. In other words, the type of forum determines the level of scrutiny applied. *Keister v. Bell*, 879 F.3d 1282 (11th Cir. 2018); and

**WHEREAS**, one type of forum is a limited public forum. “Ordinances regulating speech in limited public forums are not subject to strict scrutiny. This forum exists where a government has reserved it for certain groups or for the discussion of certain topics.” *Sheets v. City of Punta Gorda, Florida*, 415 F.Supp.3d 1115,1122 (M.D. Fla. 2019) (citing *Barrett v. Walker Cty. Sch. Dist.*, 872 F.3d 1209, 1224 (11th Cir. 2017 and *Utah v. Summum*, 555 U.S. 460, 469-70, 129 S.Ct. 1125, 172 L.Ed.2d 853 (2009); and

**WHEREAS**, courts have also held that the “Government, like any private landowner, may preserve the property under its control for the use to which it is lawfully dedicated. Likewise, a government workplace, like any other place of employment exists to accomplish the business of the employer. It follows that the Government has the right to exercise control over access to the government workplace in order to avoid interruptions to the performance of the duties of its employees.” *Sheets v. City of Punta Gorda, Florida*, 415 F.Supp.3d 1115 (citing to *Sentinel Commc’ns Co. v. Watts*, 936 F.2d 1189, 1201 (11th Cir. 7 1991) and *Cornelius v. NAACP Legal Defense & Educ. Fund, Inc.*, 473 U.S. 788, 809, 105 S.Ct. 3439, 87 8 Led.2d 567 (1985); *U.S. v. Kokinda*, 497 U.S. 720 (1990) (Government may restrict or prohibit solicitation on government-owned property designed to conduct business and not traditionally considered an open public forum); and

**WHEREAS**, there are certain areas of City-owned, controlled, and leased properties where it is necessary to restrict public access or limit certain types of behavior to ensure that public business may be conducted uninterrupted; and

**WHEREAS**, within those areas, people often disclose confidential information to government officials and workers. People have a right to conduct business with the government free of intrusion and to prevent others from recording their interactions with the government where confidential information is disclosed; and

**WHEREAS**, the United States Supreme Court has opined that “the Government need not wait until havoc is wreaked [on its workplace] to restrict access to a nonpublic forum.” *Sheets v. City of Punta Gorda, Florida*, 415 F.Supp.3d 1115 (citing to *Cornelius v. NAACP Legal Defense & Educ. Fund, Inc.*, 473 U.S. 788, 809, 105 S.Ct. 3439, 87 Led.2d 567 (1985); and

**WHEREAS**, the City Commission also desires to establish a procedure for issuing and contesting trespass notices for City-owned, controlled, and leased property and determines that the adoption of this Ordinance serves the public interest and is a reasonable and viewpoint neutral regulation.

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

**Section 1. Recitals.** The above recitals are adopted and incorporated herein by reference.

**Section 2. Text Amendment.** Creating Section 2-8 of the City Code of Ordinances, entitled Control of Access to City-Owned, Controlled, and Leased Property is hereby created to read as follows:

**Sec. 2-8 Control of Access to City-Owned, Controlled, and Leased Property.**

- (1) Public access to areas within enclosed facilities owned, controlled, and leased by the City of Leesburg, may be restricted depending upon whether such areas are classified as a “designated public forum”, “limited designated public forum”, or

“nonpublic forum”. How areas within enclosed facilities owned, controlled, and leased by the City are classified is based upon their intended use. For example, there are certain areas which are intended primarily for the use of employees in the conduct of their business; there are certain areas which, while primarily intended for the use of employees in the conduct of their business, may from time to time be utilized for the convening of public meetings; there are certain limited areas which may be open to the public while engaging in legitimate business with officers or employees; and there may be certain areas which are primarily intended for the convening of public meetings.

- (2) The City Manager and City Manager’s designee(s) are hereby authorized to manage public access to enclosed City-owned, controlled, and leased property. In the performance of such responsibilities, the City Manager shall have the authority to identify, through the issuance of a City Policy, which areas are to be considered a designated public forum, limited designated public forum, or nonpublic forum.
- (3) Upon the classification of areas within enclosed City-owned, controlled, and leased property, the City Manager and City Manager’s designee(s), are hereby authorized, subject to the availability of appropriated funds, to employ whatever means deemed necessary and appropriate to separate designated public forums from nonpublic forums, including, but not limited to, the use of physical barriers and signage. The City Manager and City Manager’s designee(s) shall also have the authority to develop and implement procedures to regulate and control public access within City-owned, controlled, and leased properties to provide for the security and privacy of public visitors; to provide for the security and privacy of employees and officers; and to minimize potential disruptions to the work of city government. Any person who engages in conduct that causes disruptions to the work of city government shall be deemed to no longer be present within the City-owned, controlled, or lease property on legitimate public business.
- (4) Commission Chambers located in City Hall is hereby declared to be a nonpublic forum unless or until a public meeting is convened in such areas pursuant to public notice. All employee work areas within the City Hall designated by appropriate signage (e.g., employees only) shall be considered as nonpublic forums. Members of the public are prohibited from entering employee work areas without being escorted by an employee. All other areas of City Hall are hereby designated as limited public forums and only persons who are present to engage in legitimate public business with city officers or employees shall be authorized. It shall be a violation of this Section to be within a nonpublic forum or a limited public forum without authorization. Unauthorized persons found by the City Manager or designee to be within a nonpublic forum or a limited public forum and who refuse to leave the premises upon request, shall be considered a trespasser. Law Enforcement, at its option, at the request of the City may issue a trespass warning notice for this conduct as set forth in paragraph (9) below.



(5) Except within the Commission Chambers, conference rooms, and other locations in which a public meeting is being conducted pursuant to a public notice, it shall be unlawful and a violation of this Section, to record video and/or sound within City-owned, controlled, and leased property, without the consent of all persons whose voice or image is being recorded. This prohibition shall not apply to any law enforcement activities. In addition to being a violation of this Section, if anyone who is observed to be recording video and/or sound within City owned, controlled, or leased property, without the consent of all persons whose voice or image is being recorded, refuses to cease activity after being advised that such activity is prohibited under this Section, such refusal shall be considered to be a disruption to the work of city government. Therefore, such persons shall be deemed to no longer be present within the City-owned, controlled, or leased property on legitimate public business. The City Manager and the City Manager's designees are hereby authorized on behalf of Leesburg, Florida, to request any person who refuses to cease the unconsented video and/or sound recording to immediately leave the premises. Any person who refuses to cease the unconsented to video and/or sound recording and refuses to immediately leave the premises following the request of the City Manager or designee, shall be considered as a trespasser. Law Enforcement, at its option, at the request of the City may issue a trespass warning notice for this conduct as set forth in paragraph (9) below.

(6) The City Manager and City Manager's designee(s) may have cause to remove any person they determine:

(a) Acts in any manner which violates or is reasonably suspected to violate any federal, state or local law, ordinance, rule or regulation; or

(b) Acts in any manner which violates any City rules or policy, including, but not limited to, the Facility Rules; or any directive on any sign or notice at the public property.

The City Manager or designees are hereby authorized on behalf of Leesburg, Florida, to warn persons of this prohibited activity and request such activity to cease. Law Enforcement, at its option, at the request of the City may issue a trespass warning notice for these violations of conduct as set forth in paragraph (9) below.

(7) The City Manager or designees are hereby authorized on behalf of Leesburg, Florida, to warn persons who have entered into or remain in areas where they are not authorized to be, and to request such persons to depart. The City Manager or City Manager's designees are hereby authorized to call upon Law Enforcement to treat as trespassers any persons who refuse to depart after such a request has been made. Law Enforcement, at its option, may charge any person refusing to depart by means of Section 810.08 and 810.09, Florida Statutes, or issue a trespass warning notice.

(8) The following conduct is prohibited within the interior spaces of all City-owned, controlled, and leased buildings. The Facility Rules are as follows:

- (a) Engaging in any conduct prohibited by federal, State of Florida, or local law.
- (b) Smoking, chewing tobacco, use of e-cigarettes or vaping device, or carrying any lighted or smoldering pipe, cigar, or cigarette.
- (c) Disruptive, harassing, or unsafe behavior, including conduct which interferes with employees or officials in the performance of their duties, or interferes with the proper use of the City facility by others.
- (d) Abusive or harassing behavior, including use or display of obscene language, gestures, or graphics.
- (e) Blocking entrances, exits, fire exits, access areas, or otherwise interfering with the provision of services or the use of City property.
- (f) Entering or remaining in nonpublic areas without authorization. Areas inside City buildings, including offices, hallways, stairways, and elevators are open to the public only to the extent necessary to attend to City business, or attending a City-authorized function, event, or activity to which the person is an invitee, or attending a duly noticed public meeting. Otherwise, such areas are deemed nonpublic areas.
- (g) Any act which could result in substantial risk of harm to persons or property.
- (h) Disrupting City business, events, or other City sponsored or authorized activities.
- (i) Leaving unattended packages, backpacks, luggage, or other personal items. Any such items are subject to immediate confiscation.
- (j) Laying down or sleeping in chairs, benches, or other areas within City facilities.
- (k) Possessing illegal drugs.
- (l) Posting or affixing to City property without permission from the City Manager or designee, any signs, leaflets, posters, flyers, pamphlets, brochures, and written, pictorial or graphic material of any kind.

- (m) Tampering with or unauthorized use of building or facility systems or devices, including electrical, plumbing, locks, doors or cameras.
- (n) Audio and/or video recording anywhere inside of City buildings except during duly noticed public meetings, or as otherwise approved by the City Manager or designee. Except as otherwise approved by the City Manager or designee, audio and/or video recording may only be conducted within the Commission Chambers, and any room, or office within which said activity has been authorized by law. Any person found to be conducting audio and/or video recording except as authorized by herein, must cease doing so immediately if any visitor, employee, or official expresses his/her desire not to be recorded. This rule does not apply to audio and/or video recording performed by authorized law enforcement personnel engaged in the performance of their official duties. Audio and/or video recording of public meetings must be undertaken in a quiet and orderly manner so as not to interfere with the conduct of the meeting, block the view of any person attending the public meeting, or block any aisle, row, ingress or egress.
- (o) Remaining in a City building after posted hours of operation or after the conclusion of an authorized "after hours" public meeting or event.
- (p) Failing to cease conduct specifically prohibited in items a through o above immediately after a request by an employee or official to do so.
- (q) Soliciting in or near a City-owned building, on City-owned property, or in facilities leased by the City in a manner that is inconsistent with City Policies.

A copy of the foregoing Facility Rules shall be posted at all public entrances at all City-owned, controlled, and leased buildings.

(9) Trespass notices for City property.

- (a) The City Manager or City Manager's designee(s), while acting in their official capacity, are hereby authorized to request a law enforcement officer to issue a trespass notice to any person who violates this Code, City policy, or Florida law while on or within a City owned or controlled facility, building, public property, park, or outdoor area. When neither the City Manager nor the City Manager's designee are present, a Police Officer is authorized to issue a trespass notice to any person who violates this Code, City policy, or Florida law while on or within a City owned or

controlled facility, building, public property, park, or outdoor area. The trespass shall be effective for the specific property where the violation occurred unless otherwise stated. City controlled facilities include those that have been leased by the City for governmental purposes.

- (b) Trespass notices must be issued as follows:
  - (i) For the first violation, the person may be issued a trespass notice for a period not to exceed one (1) year.
  - (ii) For a second or subsequent violation, the person may be issued a trespass notice for a period not to exceed two (2) years.
- (c) A copy of the trespass notice must be provided by certified mail or hand delivery to the person and a copy provided to the City employee or official having control over the City-owned or controlled park, facility, building or outdoor area. The written trespass notice must advise the person of the right to appeal, provide the address for filing the appeal, identify the City owned or controlled facility, building, or outdoor area, including parks, to which the notice applies, and state the duration of the trespass notice.
- (d) Upon the completion of an appeal pursuant to this Section or the expiration of the time to file an appeal, any person found on or within any City-owned or controlled facility, building, or outdoor area, including parks, but excluding rights-of-way, in violation of a trespass notice may be arrested for trespassing.
- (e) The City Manager, City Manager's designee(s), or law enforcement officers, may authorize a person who has received a trespass notice to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary City business. Such request and authorization must be in writing, must specify the duration of the authorization and any conditions, and must not be unreasonably denied.
- (f) This section must not be construed to limit the authority of any law enforcement officer to issue a trespass notice to any person for any lawful reason for any City-owned or controlled property when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the law enforcement officer.



- (g) The provisions of this Section shall encompass and include all City owned or controlled property within the legal boundaries of Leesburg, Florida and unincorporated Lake County.
- (h) Appeal of trespass notice issued by the City Manager or designee. A person to whom a trespass notice is issued under this section will have the right to appeal as follows:
  - (i) Appeals will be heard by the City's Code Enforcement Special Master in accordance with Article IV, Division 2 of this Code.
  - (ii) No later than ten (10) days from the receipt of a trespass notice, a person may file an appeal of the notice. The appeal must include the person's name, address, and phone number, if any. No fee will be charged for filing the appeal.
  - (iii) The appeal must be filed with the City Clerk's Office. The appeal may be filed in person at 501 W Meadow Street, Leesburg, Florida 34748 or by certified mail to the same address.
  - (iv) The hearing must be held as soon as possible and not later than thirty (30) days from the filing of the appeal unless the City and appellant agree to hold the hearing more than thirty (30) days from the filing of the appeal. Written notice of the hearing must be provided to the address provided in the appeal. If no address is provided, a copy of the notice will be posted in City Hall located at 501 W. Meadow Street, Leesburg, Florida 34748.
  - (v) Copies of documents in the City's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass notice to the appellant, will be made available upon request to the appellant prior to the hearing. Normal fees for public records will be charged.
  - (vi) The appellant and the City will have the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. The appellant will have the right to bring a court reporter, at the appellant's expense. Attorneys may represent the appellant and the City at the hearing.

- (vii) The Special Master shall consider any other evidence presented at the hearing. Formal rules of evidence will not apply, but fundamental due process will govern the proceedings.
- (viii) The City will bear the burden of proof by clear and convincing evidence that the trespass notice was properly issued pursuant to the criteria of this section.
- (ix) If the appellant fails to attend a scheduled hearing, the Special Master may review the evidence presented and determine if the trespass notice was properly issued pursuant to the criteria of this section.
- (x) No later than five (5) days after the hearing, the Special Master shall issue a written order on the appeal which shall be mailed by certified mail to the appellant at the address provided. If no address is provided, a copy of the decision will be posted in City Hall located at 501 W. Meadow Street, Leesburg, Florida 34748. A copy will also be provided to the City.
- (xi) The written order of the Special Master will be a final order and the appellant will be deemed to have exhausted all administrative remedies. Such order may be subject to judicial review in the manner provided by law.
- (xii) The trespass notice shall remain in effect during the appeal and review process, including any judicial review.

**Section 3. Severability and Conflicts.** The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

**Section 4. Code Inclusion.** The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

**Section 5. Effective Date.** This Ordinance shall take effect five (5) days after its final adoption by the City of Leesburg Commission.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by the City Commission of the City of Leesburg, Florida.

\_\_\_\_\_  
James A. Burry, Jr., Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form:

\_\_\_\_\_  
William Grant Watson, City Attorney

# **Business Impact Estimate**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; CREATING SECTION 2-8 OF THE CITY'S CODE OF ORDINANCES; ENTITLED CONTROL OF ACCESS TO CITY-OWNED, CONTROLLED, AND LEASED PROPERTY; ESTABLISHING A PROCESS TO DESIGNATE FACILITIES AS PUBLIC FORUMS, LIMITED PUBLIC FORUMS OR NON-PUBLIC FORUMS; ESTABLISHING TRESPASS NOTICE FOR PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): To restrict public access or limit certain types of behaviors at City-owned, controlled, and leased properties to ensure that public business may be conducted uninterrupted

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

**No cost is anticipated.**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible.

**No new charge or fee will be imposed.**

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs.

**No cost is anticipated.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

**None.**

4. Additional information the governing body deems useful (if any):

**N/A**



# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.C.8.

**Meeting Date:** September 23, 2024

**From:** Al Minner, (City Manager)

**Subject:** An Ordinance of the City of Leesburg, Florida; Amending Chapter 15, Article I "General Offenses" to create Section 15-7 Entitled "Public Camping or Sleeping" prohibiting unauthorized camping at any time within the City; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

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### **Staff Recommendation:**

Read ordinance and set public hearing and second reading for October 14, 2024.

### **Analysis:**

This ordinance is required to facilitate new state legislation that goes into effect on October 1, 2024.

### **Procurement Analysis:**

N/A

### **Options:**

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

### **Fiscal Impact:**

**ORDINANCE NO. 2024-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA;  
AMENDING CHAPTER 15, ARTICLE I “GENERAL  
OFFENSES” TO CREATE SECTION 15-7 ENTITLED  
“PUBLIC CAMPING OR SLEEPING” PROHIBITING  
UNAUTHORIZED CAMPING AT ANY TIME WITHIN THE  
CITY; PROVIDING FOR SEVERABILITY; PROVIDING  
FOR CONFLICTS; PROVIDING FOR CODIFICATION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

**WHEREAS**, commencing on October 1, 2024, the City is required to comply with section 125.0231, Florida Statutes, which was enacted by the Florida Legislature and signed into law on March 20, 2024; and

**WHEREAS**, pursuant to section 125.0231, Florida Statutes, the City may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on public properties, including, but not limited to, any public building or its grounds and any public right of way under the City’s jurisdiction; and

**WHEREAS**, commencing on January 1, 2025, section 125.0231, Florida Statutes, authorizes City residents, an owner of a business located in the City, and the Attorney General to file an injunction lawsuit against the City for authorizing or otherwise allowing regular public camping or sleeping that is not otherwise permitted under the statute.

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

**Section 1. Recitals.** The above recitals are adopted and incorporated herein by reference.

**Section 2. Text Amendment.** Amending Chapter 15 - Offenses, Article I - General Offenses, of the Code of Ordinances to create Section 15-7 to read as follows:

**Sec. 15-7 Public Camping or Sleeping**

(a) It shall be unlawful for any person to engage in public camping or sleeping on or in any public property, public building, or public right-of-way under the ownership, control, or jurisdiction of the City unless conducted on public property mutually designated by the County and City for such purposes pursuant to section 125.0231, Florida Statutes.

(b) For purposes of this section, Public camping or sleeping means:

(1) Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other

temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or

(2) Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

(3) The term does not include Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be for temporary lodging or residing.

(4) The term does not include camping for recreational purposes on property designated for such purposes.

(c) Whosoever shall violate the provisions of this section, upon conviction thereof, shall be punished as provided in section 1-14.

**Section 3. Severability and Conflicts.** The provisions of this ordinance are severable, and it is the intention of the City Commission of the City of Leesburg, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

**Section 4. Code Inclusion.** The provisions of this Ordinance shall become and be made part of the City of Leesburg Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

**Section 5. Effective Date.** This Ordinance shall take effect five (5) days after its final adoption by the City of Leesburg Commission.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by the City Commission of the City of Leesburg, Florida.

\_\_\_\_\_  
James A. Burry, Jr., Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form:

\_\_\_\_\_  
William Grant Watson, City Attorney

# **Business Impact Estimate**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA; AMENDING CHAPTER 15, ARTICLE I “GENERAL OFFENSES” TO CREATE SECTION 15-7 ENTITLED “PUBLIC CAMPING OR SLEEPING” PROHIBITING UNAUTHORIZED CAMPING AT ANY TIME WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ X The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): **To prohibit public camping or sleeping, pursuant to section 125.0231, Florida Statutes**

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

**No cost is anticipated.**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible.

**No new charge or fee will be imposed.**

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs.

**No cost is anticipated.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

**None.**

4. Additional information the governing body deems useful (if any):

**N/A**