

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, AUGUST 11, 2025 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. Downtown Parking Lot - Presented by Blake Drury

B. Gas Facility Update

C. Review Bikefest Financials and Event Management

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held July 28, 2025

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 to the existing contract with SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with BULLDOG SITEWORK, LLC; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Phase 1H; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Phase 1J; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, City Homes Leesburg, LLC, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Silver Lake Estates Phase 2)
4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Leary Firefighter Foundation for the purchase of four (4) sets of firefighter rescue equipment; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida, adjusting Customer Rates for Electric, Natural Gas, Water, Irrigation Water, Wastewater, Resuse Water, and Solid Waste Collection for Utility

Service obtained from the City, setting forth findings, providing a savings clause; and providing for an effective date of October 1, 2025.

6. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager or their designee authority to accept funding from the Florida Department of Transportation (FDOT) through a grant provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details; and providing an effective date.
7. Resolution of the City Commission of the City of Leesburg, Florida, Authorizing an Amendment to the 457b Plan Agreement to include a Three Percent (3%) Employer Match to Employee Contributions; and providing an effective date.
8. Resolution of the City Commission of the City of Leesburg, Florida authorizing renewal of an agreement with Sun Life Assurance Company of Canada to continue providing Excess Stop Loss Insurance, in addition to Health Navigator, for the City's group health insurance plan; and providing an effective date.
9. Resolution of the City Commission of the City of Leesburg, Florida authorizing amendments to Personnel Policies 800 and 805 to reflect updated per diem rates and travel guidelines based on U.S. General Services Administration rates; and providing an effective date.
10. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lyden Properties, LLC for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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

A. SECOND READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida amending the City's Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)
2. An Ordinance of the City of Leesburg, Florida pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under

Section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption" for certain multifamily rental units; providing for findings; providing for opt-out; providing for applicability; providing for advertising and notice to the Property Appraiser; providing for no Waiver of Rights; providing for an effective date and expiration; providing for severability and conflicts; and providing for an effective date.

- 3. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta ANNX)**
- 4. 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 real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta LSCP)**
- 5. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 196.07 +/- acres from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences, for a property generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta PUD)**
- 6. An Ordinance of the City of Leesburg, Florida, Amending Section 13, "Motor Vehicles and Traffic," of the Code of Ordinances by amending Section 13-5 to Adopt the Maximum Rates for Towing and Storage of Vehicles as Set Forth in Florida Administrative Code Rule 15B-9.010; providing for conflicts, severability, codification; and an effective date.**

B. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-**

acre minimum, to the existing C-3 (Highway Commercial) zoning, on approximately 0.48 +/- acres to allow for a duplex use for properties generally located west of Vista Avenue and north of U.S. Highway 441, lying in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Vista Avenue PDO)

C. NON-ROUTINE ITEMS:

1. City Manager Evaluation

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.

Existing Conditions

108 Parking Spaces



5TH STREET PARKING LOT

PROJECT UPDATE

New Parking Plan

201 Parking Spaces



5TH STREET PARKING LOT

PROJECT UPDATE

New Parking Plan

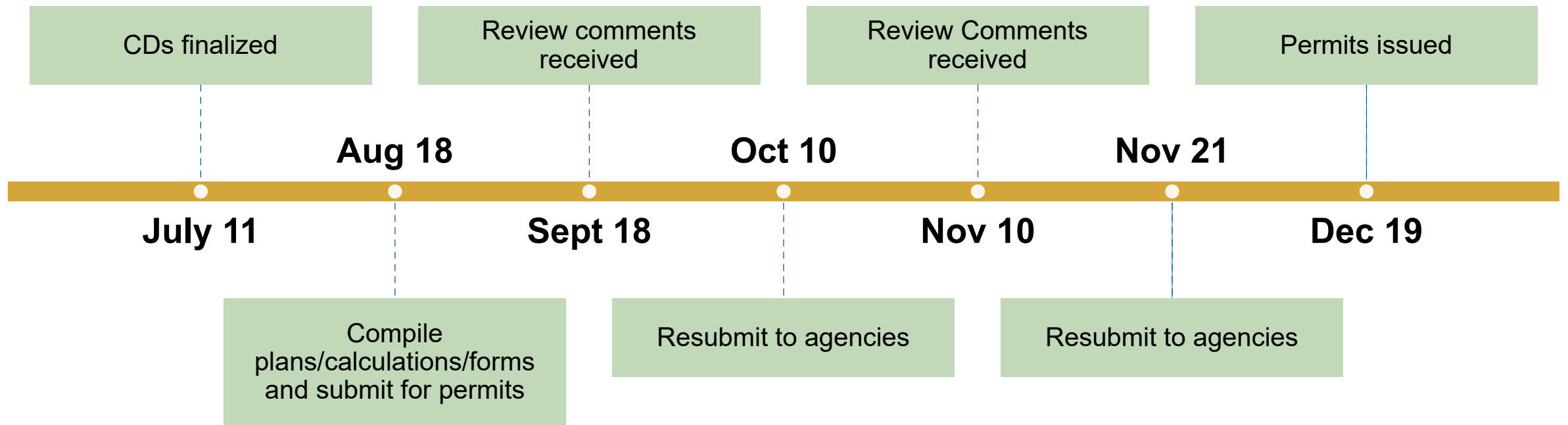
201 Parking Spaces



5TH STREET PARKING LOT

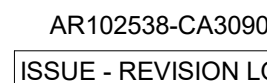
PROJECT UPDATE

Timeline



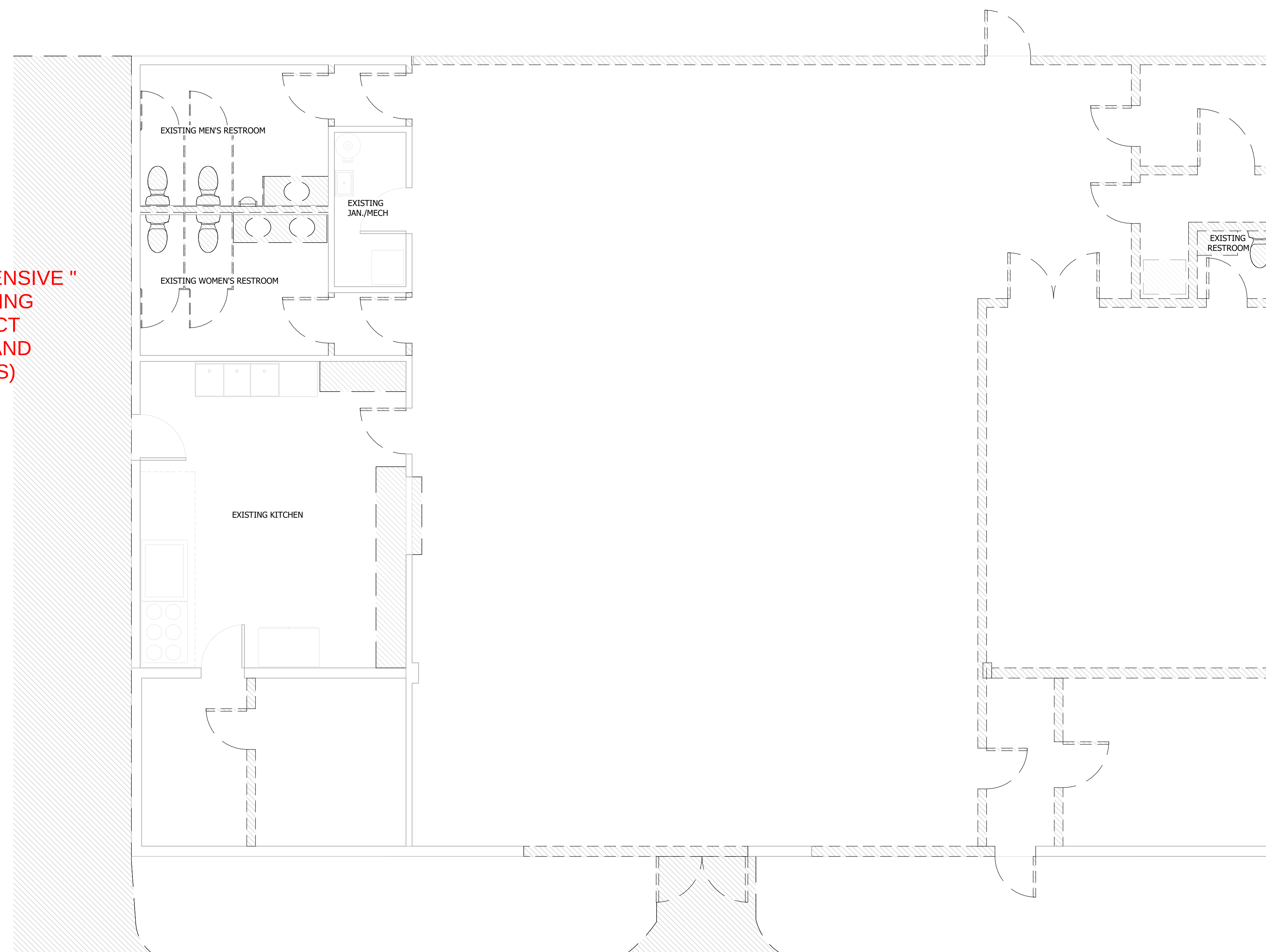
5TH STREET PARKING LOT

PROJECT UPDATE

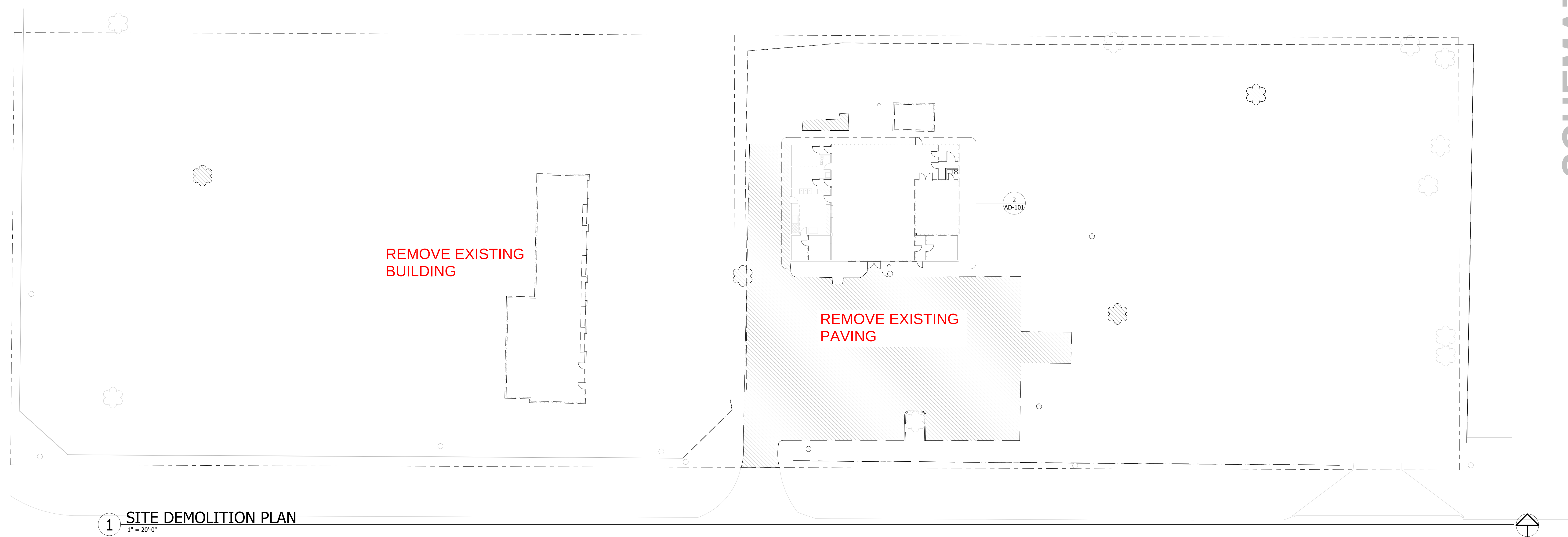


 EXISTING 8" CMU
 EXISTING FRAME WALL
 EXISTING 8" CMU WALL TO REMAIN
 NEW FRAME WALL WITH METAL STUDS
 ITEM TO BE DEMOLISHED

1. THE PURPOSE OF THESE DOCUMENTS IS TO SHOW THE GENERAL ARRANGEMENT AN EXTENT OF DEMOLITION SCOPE OF WORK.
2. REMOVE PORTIONS OF EXISTING CONSTRUCTION AS SHOWN AND AS NECESSARY. PROTECT AREA FROM DAMAGE WHICH MAY OCCUR DURING DEMOLITION. PROVIDE ACCESS TO ADJACENT AND MAINTAIN TEMPORARY SECURITY FENCE AND CHAIN-LINK CONSTRUCTION FENCE AS REQUIRED DURING THE PERIOD OF CONSTRUCTION.
3. DRAINAGE TO EXISTING STORM FINISH, AND EQUIPMENT SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ARCHITECT AND THE ENGINEER. THE GENERAL CONTRACTOR SHALL:
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL LEFTOVER MATERIALS, DEBRIS, TOOLS AND EQUIPMENT INVOLVED IN HIS OPERATIONS AT THE COMPLETION OF THE PROJECT.
5. CONTRACTOR SHALL REPAIR OR REPLACE ANY SERVICE, SIDEWALK, PAVING, LANDSCAPE, OR OTHER EXISTING MATERIALS AND EQUIPMENT DAMAGED AS A RESULT OF LABOR, MATERIAL, AND/OR IMPROPER DELIVERY AND HANDLING.
6. THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HAZARDOUS OR DISPOSAL OF, OR EXPOSURE OF PHASE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776



2 BUILDING DEMOLITION PLAN



1 SITE DEMOLITION PLAN

[illegible]

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[illegible]

GAS OPERATION OFFICE
GRIFFIN RD. LEESBURG, FL. 34748

JOB NAME: _____

LEESBURG

2116

SHEET NAME: _____

ANY DISCREPANCY OR ERROR IN DIMENSIONS OF THIS DRAWING AND NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR CLARIFICATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

JOB #:	25-11058
DATE:	2025-05-01

SHEET NUMBER
AD-10



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1230 Oakley Seaver Drive, Suite 100
Clermont, Florida 34711
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www.forefront.com

[illegible]

JOB NAME	LEESBURG GAS OPERATION OFFICE
	2116 GRIFFIN RD. LEESBURG, FL. 34748
SHEET NAME	OVERALL SITE PLAN

ANY DISCREPANCY OR ERROR IN DIMENSIONS OR NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR CLARIFICATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

JOB #:	25-11058
	2025-05-05

DATE
SHEET NUMBER

AS-100

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1230 Oakley Seaver Drive, Suite 1
Clemont, Florida 34711
888.850.FFAE (3323)
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AR102538-CA3090
ISSUE - REVISION LOG

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DESCRIPTION

MARK.	DATE
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LEESBURG GAS OPERATION OFFICE

24116 GRIFFIN RD | EESBIDGE FL 34748

SECONDO IL CORRIERE DI ANI

JOB NAME:

[illegible]

15 JULY 2004

[illegible]

ANY DISCREPANCY OR
ERROR IN DIMENSIONS OR
NOTES SHALL BE BROUGHT

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TO THE ATTENTION OF THE
DESIGN PROFESSIONAL FOR
CLARIFICATION PRIOR TO
COMMENCEMENT OF
CONSTRUCTION

JOB #:	25-11058
	2025 05 01

DATE: 2025-05-01

SHEET NUMBER

A-102

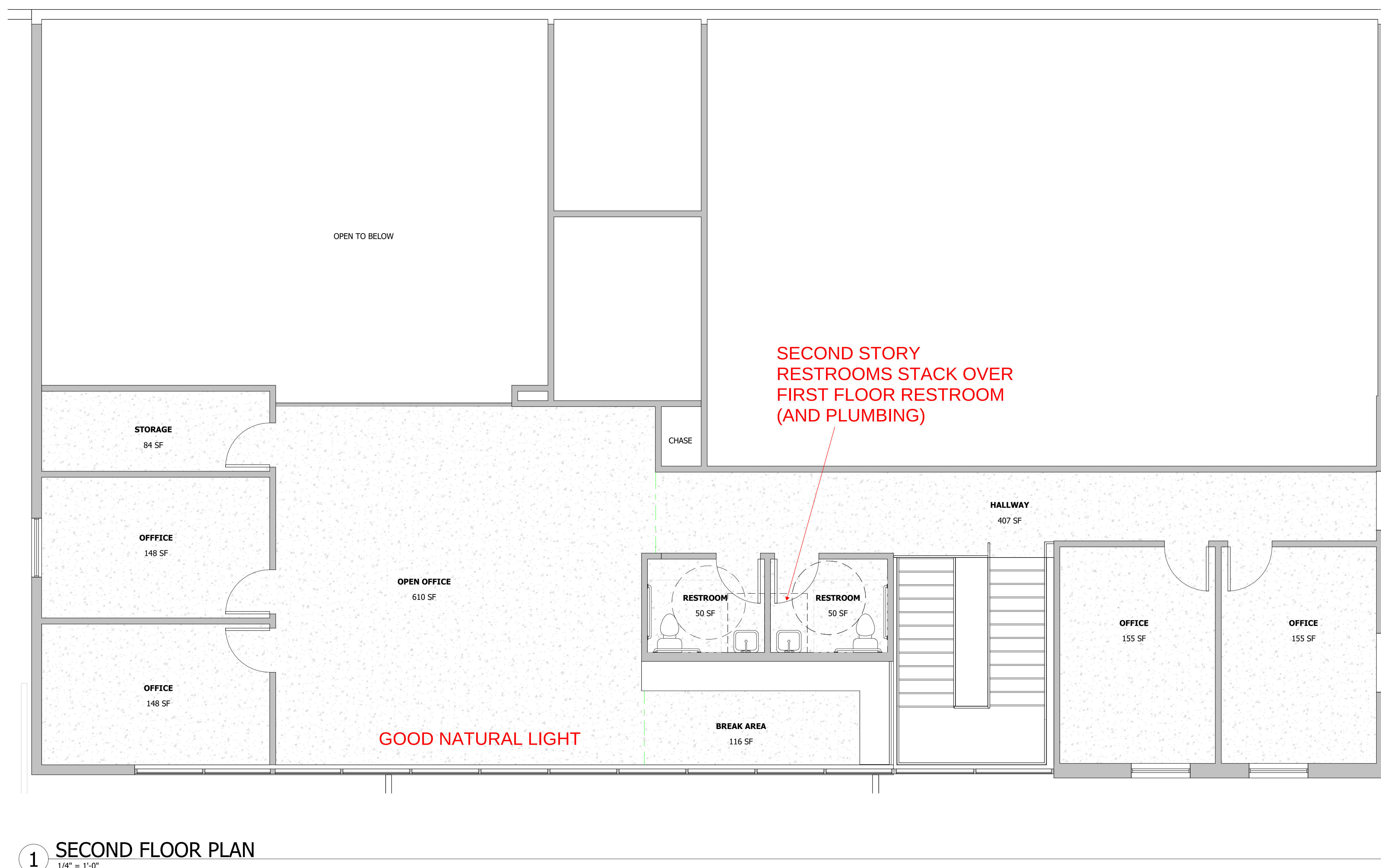
10

DOOR AND WINDOW LEGEND	
	DOOR TAG. SEE SHEET A601 FOR DOOR SCHEDULE.
	WINDOW TAG. SEE SHEET A601 FOR WINDOW SCHEDULE.
	STOREFRONT TAG. SEE SHEET A601 FOR STOREFRONT SCHEDULE.
WALL TYPES - SEE SHEET A11 OR A102	

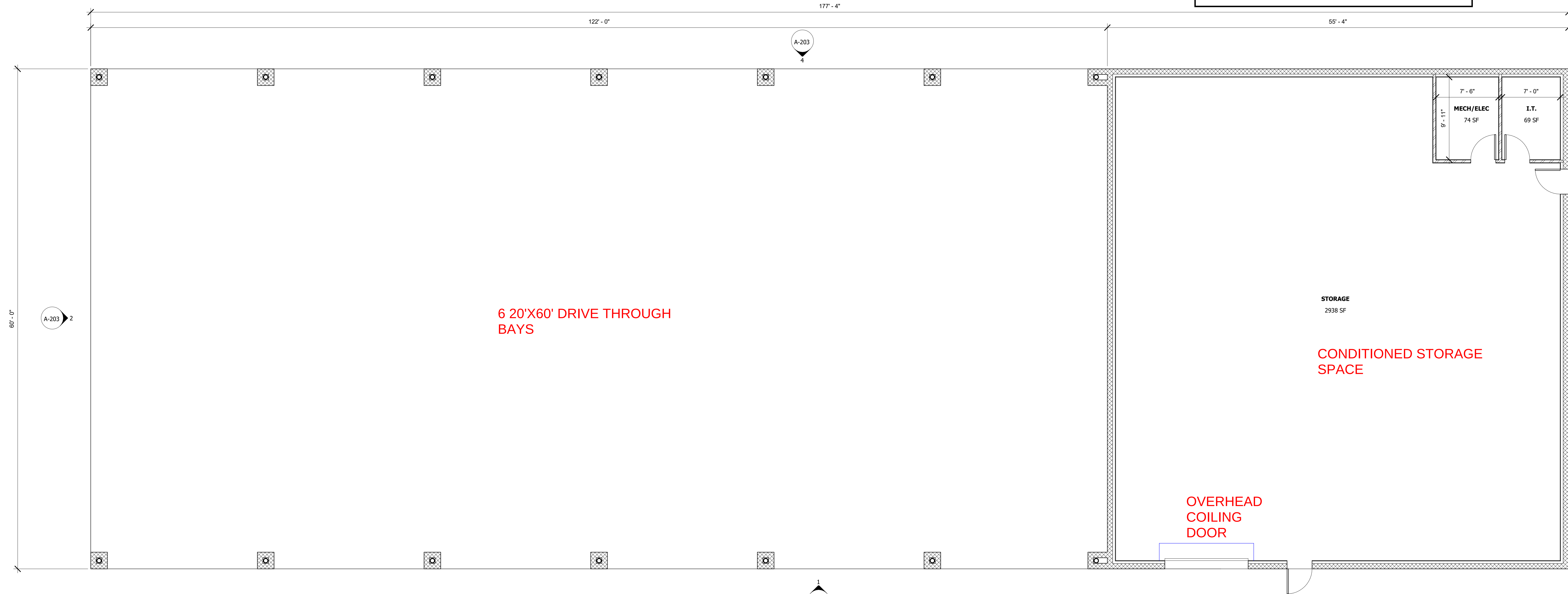
KEYNOTES	
NO.	KEYNOTE

GENERAL NOTES FOR NEW CONSTRUCTION AND DIMENSION PLANS

CONTRACTOR SHALL COMPLY WITH THE STATE OF FLORIDA STATE BUILDING CODE CURRENT EDITION, THE FLORIDA BUILDING CODE 2023 (W/ A 7% APPLICABLE REVISIONS) FLORIDA FIRE PREVENTION CODE 2023, ALL STATE AND LOCAL ZONING CODES AND THE FLORIDA BUILDING DEPARTMENT'S SUPPLEMENTARY CODES, ORDINANCES AND REGULATIONS. 12. PERMITS, UTILITY AND METER CONNECTION FEES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR. 13. ALL MATERIALS AND EQUIPMENT UTILIZED IN THIS PROJECT SHALL BE NEW AND INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. 14. ALL WORK FOR THIS PROJECT SHALL CONFORM TO STANDARDS PUBLISHED BY THE RECOGNIZED PROFESSIONAL AND INDUSTRY ORGANIZATION. 15. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BEGINNING WORK AND FAMILIARIZING HIMSELF WITH ALL EXISTING CONDITIONS. THE WORK SHALL BE ACCORDING TO THE EXISTING CONDITIONS AND NOT THE UTILITIES AND/OR THE EXISTING ACCESS ROADS AND OTHER SUPPORT FACILITIES. 16. CONTRACTOR TO REMOVE, RELOCATE OR RE-ROUTE, AS NECESSARY, ELECTRICAL TELEPHONE, CABLE, COAXIAL, AND/OR OTHER UTILITIES AND/OR CABLES ENCOUNTERED AND SHALL COORDINATE THIS WORK WITH ALL LOCAL UTILITY COMPANIES. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY UNEXPECTED AND/OR UNKNOWN CONDITIONS, OR DISCREPANCIES IN THE DRAWING PROJECT MANUAL, OR CONTRACT DOCUMENT. 17. CONTRACTOR SHALL PREPARE AND MAINTAIN ALL ACCESS TO ALL AREAS WITH ALL SURROUNDING AREAS FREE OF DEBRIS OR HAZARDOUS EQUIPMENT AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. CONSTRUCTION PERSONNEL SHALL BE CONFINED TO THE LIMITS OF THE CONSTRUCTION AREA. NO LOADING OR UNLOADING OF MATERIALS SHALL BE ALLOWED OUTSIDE THE CONSTRUCTION AREA. 18. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS SHALL BE FOLLOWED. 19. ALL DIMENSIONS ARE BASED ON NOMINAL SIZES OF MEMBERS AND ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED. 20. DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE ON DRAWINGS. WHERE A DIMENSION IS LABELED "CLEAR," IT IS TAKEN FROM THE FACE OF FINISH MATERIAL TO FACE OF FINISH MATERIALS. 21. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR ALL FABRICATIONS, FABRICATION AND INSTALLATION OF ALL APPLICABLE ITEMS. 22. SHOP DRAWINGS DIMENSIONS SHALL BE FIELD VERIFIED, REVIEWED AND APPROVED BY DRAWING BEFORE SUBMITTAL. SHOP DRAWINGS WHICH ARE INCOMPLETE OR LACKING SUFFICIENT INFORMATION FOR FABRICATION SHALL BE REJECTED. 23. SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. 24. PRESSURE TREATED WOOD SHALL BE USED WHERE WORK IS IN CONTACT WITH CONCRETE, MASONRY, OR OTHER MATERIALS. 25. CONTRACTOR SHALL PROVIDE ACCESS TO ALL MATERIALS TO BE USED IN THE PROJECT. 26. CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD CLADDING REQUIRED FOR WALL MOUNTED OR BRACED FIXTURES, MILLWORK, SHELVES, BATHROOM FIXTURES AND OTHER ITEMS DESCRIBED IN INTERIOR DESIGN AND ARCHITECTURAL DRAWINGS. 27. IN ADDITION TO WALL TYPES SHOWN ON PLANS THE CONTRACTOR SHALL REFER TO THE ROOM FINISH SCHEDULE, INTERIOR ELEVATIONS AND DETAIL S FOR ADDITIONAL INFORMATION REGARDING FINISHES. 28. CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS AS TO ALLOW FOR THE FIELD EQUIPMENT. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY UNEXPECTED AND/OR UNKNOWN TO START OF WORK. THE OMISSIONS OF ANY OR ALL ACCESS PANELS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING AND INSTALLING SUCH ACCESS PANELS OR DOORS-ACCESS PANELS IN RATED ELEMENTS SHALL HAVE THE SAME FIRE RATING. 29. CONTRACTOR SHALL PAINT ALL VISIBLE SURFACES OF FACTORY PRIMED OR FACTORY PAINT FINISHED EQUIPMENT, A/C GRILLS OR REGISTERS, COVERS, ETC. UNLESS SPECIFICALLY NOTED OTHERWISE VERIFY AND COORDINATE COLORS WITH INTERIOR DESIGN AND ARCHITECT. 30. ALL INTERIOR AND EXTERIOR FINISHES BETWEEN DIFFERENT MATERIALS OR FINISHES SHALL BE COORDINATED WITH THE ARCHITECT TO REVEAL TO MATCH COLOR OF ADJACENT SURFACE. COORDINATE COLORS WITH ARCHITECT. 31. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE PROJECT SITE AND READING TO BE REMOVED TO THE OWNER'S PROPERTY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC. CONTRACTOR TO PROVIDE ACCESS TO ALL MATERIALS TO BE USED IN THE PROJECT. 32. A COMPLETE SET OF AS-BUILT CIVIL, LANDSCAPE, ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL along with the WRITTEN GUARANTEES, OPERATION AND MAINTENANCE MANUALS OF ALL EQUIPMENT AND FINISHES INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC. CONTRACTOR TO PROVIDE ACCESS TO ALL MATERIALS TO BE USED IN THE PROJECT. 33. INFORMATION SHALL BE RECORDED BY CONTRACTOR AS CONSTRUCTION PROGRESSES AND REVIEWED FOR COMPLETENESS AT EACH REQUESTION REQUEST. 34. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC. CONTRACTOR TO PROVIDE ACCESS TO ALL MATERIALS TO BE USED IN THE PROJECT. 35. 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1,980 SECOND FLOOR S.F.



SPRAY FOAM INSULATION (FOR R-VALUE SEE THE ENERGY CONSERVATION REPORT) 7/8" STUCCO WITH PAPERBACK WIRE LATH FINISHED AND PAINTED TYVEK STUCCO WRAP 5/8" PLYWOOD EXPOSED 2x WOOD FRAME NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 11 (T11) SCALE: 3/4" = 1'-0"	7/8" STUCCO W/ PAPERBACK WIRE LATH FINISHED AND PAINTED TYVEK STUCCO WRAP 5/8" PLYWOOD 7/8" X 25-GAUGE GALVANIZED STEEL FURRING CHANNEL @ 24" O.C. 5/8" GYP BD, FINISHED AND PAINTED 2x WOOD FRAME NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 10 (T10) SCALE: 3/4" = 1'-0"	7/8" STUCCO WITH PAPERBACK WIRE LATH FINISHED AND PAINTED TYVEK STUCCO WRAP 5/8" PLYWOOD EXPOSED 2x WOOD FRAME NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 09 (T09) SCALE: 3/4" = 1'-0"	5/8" GYP BD, FINISHED AND PAINTED 7/8" X 25-GAUGE GALVANIZED STEEL FURRING CHANNEL @ 24" O.C. EXPOSED 2x WOOD FRAME NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 08 (T08) SCALE: 3/4" = 1'-0"	5/8" GYP BD, FINISHED AND PAINTED 1 1/2" METAL FURRING 7/8" X 25-GAUGE GALVANIZED STEEL FURRING CHANNEL @ 24" O.C. 2x WOOD FRAME NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 07 (T07) SCALE: 3/4" = 1'-0"	INJECTED FOAM INSULATION (FOR R-VALUE SEE THE ENERGY CONSERVATION REPORT) 8" CMU 5/8" GYP BD, FINISHED AND PAINTED 7/8" X 25-GAUGE GALVANIZED STEEL FURRING CHANNEL @ 24" O.C. NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 06 (T06) SCALE: 3/4" = 1'-0"
8" CMU INJECTED FOAM INSULATION (FOR R-VALUE SEE THE ENERGY CONSERVATION REPORT) 5/8" STUCCO TILE MORTAR 1/2" DENSIELD BD NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 05 (T05) SCALE: 3/4" = 1'-0"	8" CMU INJECTED FOAM INSULATION (FOR R-VALUE SEE THE ENERGY CONSERVATION REPORT) 5/8" STUCCO TILE MORTAR 1/2" DENSIELD BD NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 04 (T04) SCALE: 3/4" = 1'-0"	8" CMU INJECTED FOAM INSULATION (FOR R-VALUE SEE THE ENERGY CONSERVATION REPORT) 5/8" STUCCO TILE MORTAR 1/2" DENSIELD BD NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 03 (T03) SCALE: 3/4" = 1'-0"	5/8" GYP BD, FINISHED AND PAINTED 1 1/2" METAL FURRING 7/8" X 25-GAUGE GALVANIZED STEEL FURRING CHANNEL @ 24" O.C. 3 5/8" METAL STUD NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 02 (T02) SCALE: 3/4" = 1'-0"	5/8" GYP BD, FINISHED AND PAINTED 3 5/8" METAL STUD NOTE: SEE FINISH SCHEDULE FOR FINISH TYPE WALL TYPE - 01 (T01) SCALE: 3/4" = 1'-0"	ALL WALLS ARE TYPE 01 UNLESS NOTED OTHERWISE

GENERAL NOTES FOR NEW CONSTRUCTION AND DIMENSION PLANS

- CONTRACTOR SHALL COMPLY WITH THE STATE OF FLORIDA STATE BUILDING CODE CURRENT EDITION, THE FLORIDA BUILDING CODE 2023 (WITH ALL APPLICABLE REVISIONS), FLORIDA FIRE PREVENTION CODE 2023, ALL STATE AND LOCAL ZONING CODES AND THE CITY OF (FILL IN), PERMITS SHALL BE POSTED IN A VISIBLE PLACE AT ALL TIMES.
- ALL PERMITS, UTILITY AND METER CONNECTION FEES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
- ALL WORK, MATERIALS AND EQUIPMENT UTILIZED IN THIS PROJECT SHALL BE NEW AND INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.
- ALL WORK FOR THIS PROJECT SHALL CONFORM TO STANDARDS PUBLISHED BY RECOGNIZED PROFESSIONAL AND INDUSTRY ORGANIZATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING AND FAMILIARIZING HIMSELF WITH ALL EXISTING CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT LIMITED TO PRIVATE AND PUBLIC UTILITIES, ON AND OFF SITE, ACCESS ROADS AND OTHER SUPPORT FACILITIES.
- CONTRACTOR TO REMOVE, RELOCATE OR RE-ROUTE, AS NECESSARY, ELECTRICAL, TELEPHONE, WATER, SEWER, GAS (IF APPLICABLE) OR ANY OTHER UTILITY LINES ENCOUNTERED AND SHALL COORDINATE THIS WORK WITH ALL LOCAL UTILITY COMPANIES.
- CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY UNEXPECTED OR UNKNOWN FIELD CONDITIONS, ERRORS, OMISSIONS, OR DISCREPANCIES IN THE DRAWINGS, PROJECT MANUAL, OR CONTRACT DOCUMENT.
- CONTRACTOR SHALL PREPARE AND MAINTAIN ALL CONSTRUCTION AREAS, AS WELL AS SURROUNDING AREAS FREE OF DEBRIS OR HAZARDOUS EQUIPMENT AT ALL TIMES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR THE REPLACEMENT OF ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. CONSTRUCTION PERSONNEL SHALL BE CONFINED TO THE LIMITS OF THE CONSTRUCTION AREA. ALL OSHA REGULATIONS FOR CONSTRUCTION AREAS SHALL BE STRICTLY FOLLOWED.
- DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS SHALL BE FOLLOWED.
- ALL DIMENSIONS ARE BASED ON NOMINAL SIZES OF MEMBERS AND ARE GIVEN TO THE OUTER FACE OF SUCH MEMBERS, NOT TO FACE OF FINISH MATERIALS UNLESS OTHERWISE NOTED ON DRAWINGS, WHERE A DIMENSION IS LABELED "CLEAR" IT IS TAKEN FROM THE FACE OF FINISH MATERIALS TO FACE OF FINISH MATERIALS.
- CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS FOR CONSTRUCTION. ALL SHOP DRAWINGS DIMENSIONS SHALL BE FIELD VERIFIED, REVIEWED AND APPROVED BY CONTRACTOR BEFORE SUBMITTAL. SHOP DRAWINGS WHICH ARE INCOMPLETE OR LACKING SUFFICIENT INFORMATION WILL BE RETURNED WITHOUT REVIEW. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- PRESSURE TREATED WOOD SHALL BE USED WHERE WOOD IS IN CONTACT WITH CONCRETE OR MASONRY OR IN CONTACT WITH THE ELEMENTS (EXTERIOR).
- CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD BLOCKING REQUIRED FOR WALL MOUNTED OR BRACED FIXTURES, MILLWORK, SHELVES, BATHROOM FIXTURES AND ACCESSORIES OR BY OTHER ITEMS DESCRIBED IN INTERIOR DESIGN AND ARCHITECTURAL DRAWINGS.
- IN ADDITION TO WALL TYPES SHOWN ON PLANS THE CONTRACTOR SHALL REFER TO THE ROOM FINISH SCHEDULE, INTERIOR ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION REGARDING FINISHES.
- CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS SO AS TO ALLOW FOR PROPER EQUIPMENT ACCESSIBILITY, MAINTENANCE, AND/OR OPERATION OF THE BUILDING SYSTEMS PRIOR TO THE START OF WORK. THE OMISSIONS OF ANY OR ALL ACCESS PANELS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING AND INSTALLING SUCH PANELS OR DOORS ACCESS PANELS IN RATED ELEMENTS SHALL HAVE THE SAME FIRE RATING.
- CONTRACTOR SHALL PAINT ALL VISIBLE SURFACES OF FACTORY PRIMED OR FACTORY PAINT FINISHED EQUIPMENT, A.C. GRILLS OR REGISTERS, COVERS, ETC. UNLESS SPECIFICALLY NOTED OTHERWISE VERIFY AND COORDINATE COLORS WITH INTERIOR DESIGN AND ARCHITECT.
- ALL INTERIOR AND EXTERIOR JOINTS BETWEEN DIFFERENT MATERIALS OR FINISHES SHALL RECEIVE A BEAD OF CAULKING OR FORM A REVEAL TO MATCH COLOR OF ADJACENT SURFACE. COORDINATE COLORS WITH ARCHITECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND CONSTRUCTION MATERIAL FROM THE SITE. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROPERLY CLEANING ALL AREAS PRIOR TO FINAL ACCEPTANCE BY THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC.
- UPON COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL GIVE TO THE OWNER A COMPLETE SET OF AS-BUILT CIVIL, LANDSCAPE, ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL ALONG WITH THE WRITTEN GUARANTIES, OPERATION AND MAINTENANCE MANUALS OF ALL EQUIPMENT AND FINISHES INSTALLED. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF AS-BUILT DRAWINGS AND SPECIFICATIONS. INFORMATION SHALL BE RECORDED BY CONTRACTOR AS CONSTRUCTION PROGRESSES AND REVIEWED FOR COMPLETENESS AT EACH REQUISITION REQUEST.
- CONTRACTOR SHALL PROVIDE PROPER SAFEGUARDS IN COMPLIANCE WITH THE LIFE SAFETY PLANS DURING ALL PHASES OF CONSTRUCTION.
- CONTRACTOR TO PROVIDE A SAFETY PLAN PRIOR TO START OF CONSTRUCTION TO CLEARLY DELINEATE AREAS FOR CONSTRUCTION, SAFETY BARRIERS, EXITS, CONSTRUCTION TRAFFIC DURING THE VARIOUS PHASES AND WHEN CONDITIONS CHANGE.

WALL LEGEND

- EXISTING 8" CMU
- EXISTING FRAME WALL
- EXISTING 8" CMU WALL TO REMAIN
- NEW FRAME WALL WITH METAL STUDS
- ITEM TO BE DEMOLISHED

DOOR AND WINDOW LEGEND

- DOOR TAG. SEE SHEET A601 FOR DOOR SCHEDULE.
- WINDOW TAG. SEE SHEET A601 FOR WINDOW SCHEDULE.
- STOREFRONT TAG. SEE SHEET A601 FOR STOREFRONT SCHEDULE.

WALL TYPES - SEE SHEET A1.1 OR A102

KEYNOTES

NO. KEYNOTE



ARCHITECTURE
ENGINEERING

1230 Oakley Street, Suite 100
Leesburg, Florida 34715
(813) 488-1177
www.forefront.com

AR102538-CA3900
ISSUE - REVISION LOG

DESCRIPTION

MARK. DATE

REVISION

LEESBURG GAS OPERATION OFFICE

2116 GRIFFIN RD. LEESBURG, FL. 34748

POLE BARN/STORAGE FLOOR PLAN

JOB NAME

SHEET NAME

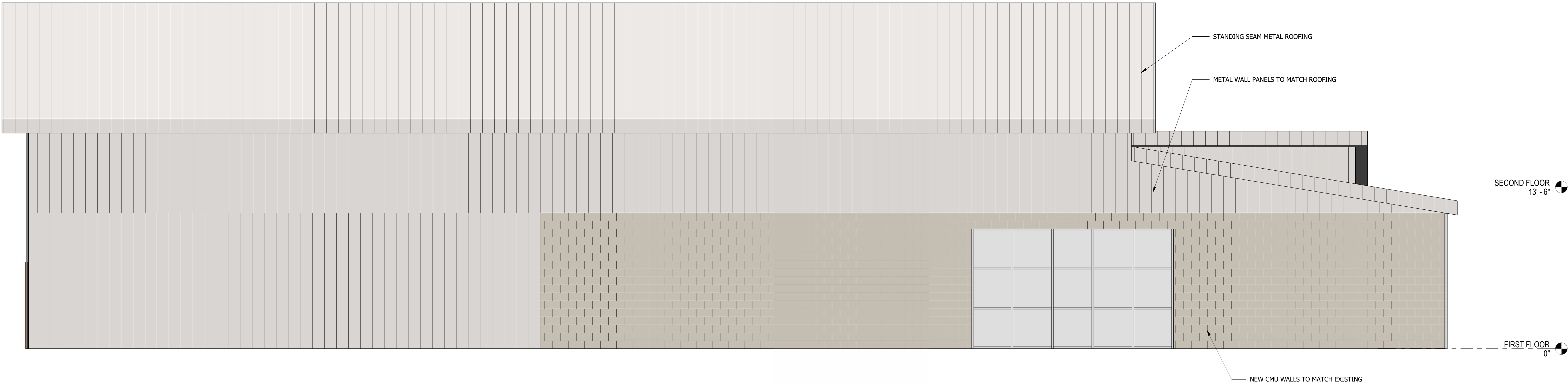
ANY DISCREPANCY OR ERROR IN DIMENSIONS OR NOTES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR CLARIFICATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

JOB # 25-11058
DATE 2025-05-05

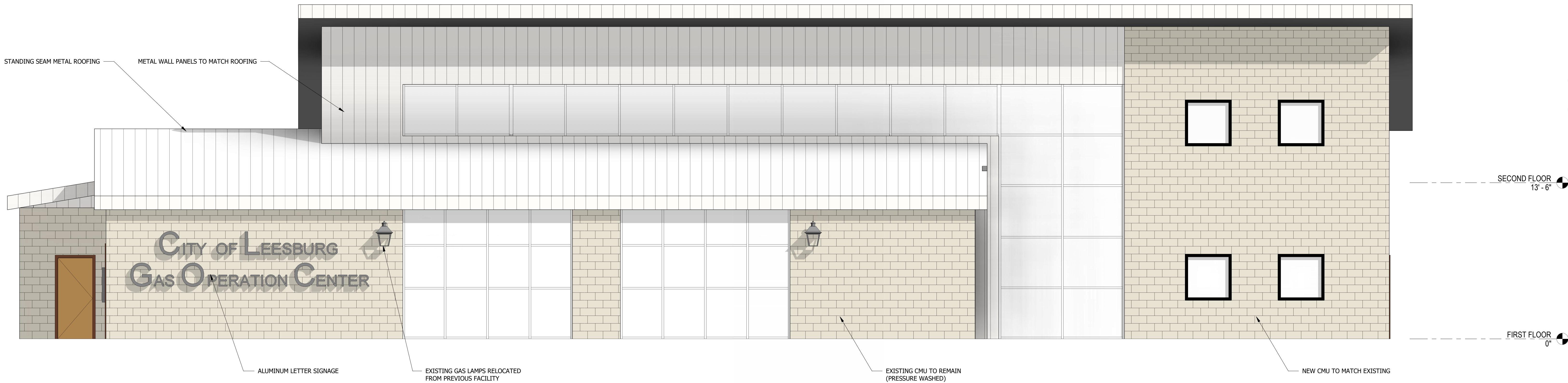
SHEET NUMBER

A-103

2 OFFICE NORTH ELEVATION
1/4" = 1'-0"



1 OFFICE SOUTH ELEVATION
1/4" = 1'-0"



NOTES LEGEND

SCHEMATIC DESIGN PROGRESS SET - NOT FOR CONSTRUCTION



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MARK	DATE	DESCRIPTION

JOB NAME
LEESBURG GAS OPERATION OFFICE
2116 GRIFFIN RD. LEESBURG, FL 34748
OFFICE EXTERIOR ELEVATIONS

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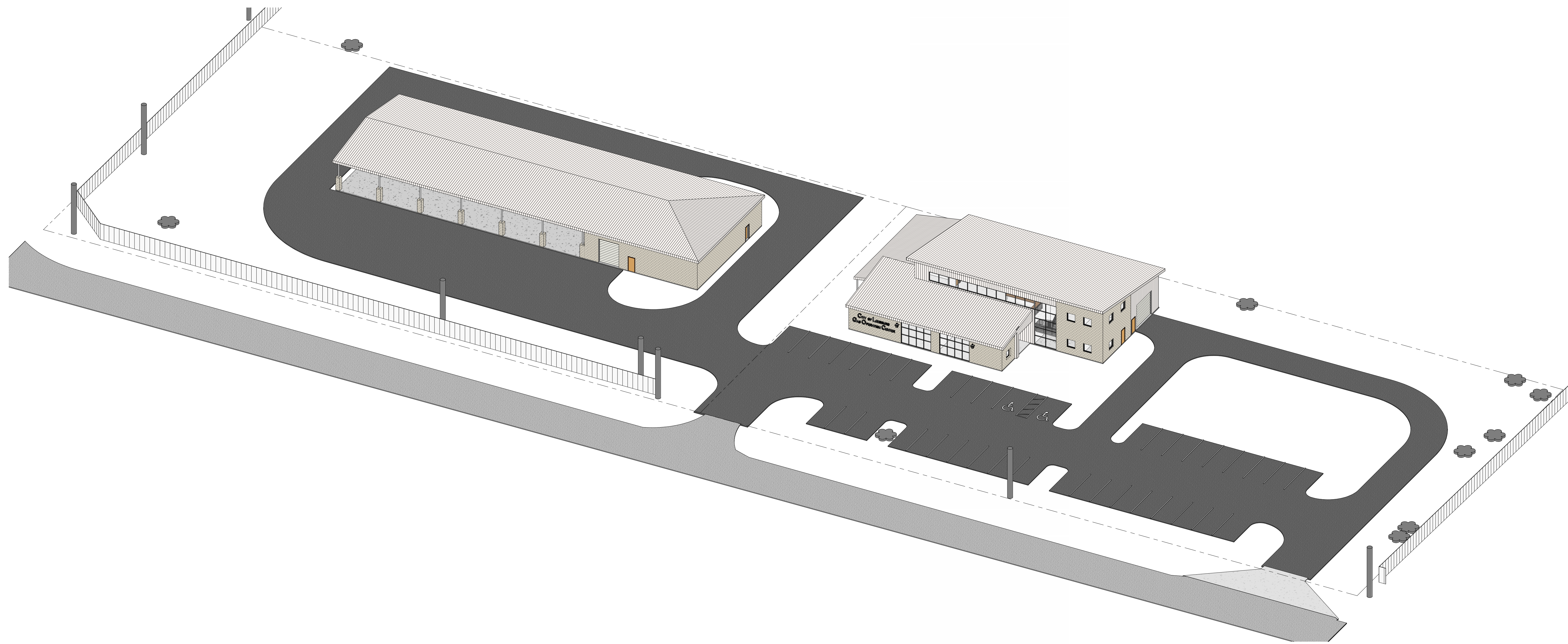
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DATE 2025-05-05

SHEET NUMBER
A-201





SCHEMATIC DESIGN PROGRESS SET - NOT FOR CONSTRUCTION



Bikefest 2025

Financial Recap/Future Direction

2025 Recap



2025 Expenses		2025 Revenue	
Non-Alcohol	\$464,620.45	Non-Alcohol	\$424,490.90
Alcohol	\$252,291.55	Alcohol	\$222,823.91
<u>Total Expense</u>	<u>\$716,912.00</u>	<u>Total Revenue</u>	<u>\$647,314.81</u>

2025 Profit/Loss	
-\$69,597.19	
Chamber Profit/Loss	\$50,000.00
Non-Profit Profit/Loss	\$54,705.94
City Profit/Loss	-\$69,597.19

Partnership Funds: \$257,094.61

2024 Transfer: \$72,876.00

2025 Transfer: \$69,597.19

Total Remaining: \$114,621.42

2025 Recap Breakdown



Alcohol Revenue	
Organization Tips	\$32,155.94
Alcohol Sales	\$190,667.97
Total Alc Revenue	\$222,823.91
Alcohol Expenses	
Insurance	\$26,827.50
Chamber Receipt Reimbursement	\$93,618.19
Chamber Contract	\$50,000.00
Organization Efficiency Bonuses	\$22,550.00
Organization Tips	\$32,155.94
Alcohol Tax	\$12,812.91
Cash Room Expense	\$10,135.44
CC Fees/Rentals	\$4,191.57
Total Alcohol Expenses	\$252,291.55
Total Profit/Loss	-\$29,467.64
Total Profit/Loss	-\$69,597.19

Profit by organization:

Leesburg Chamber of Commerce: \$50,000.00
 Leadership Lake: \$8,896.31
 Mil Vets: \$7,701.54
 Leesburg Fire Union: \$7,423.16
 Dance Dynamics: \$5,5445.96

Kappa Alpha Psi: \$4,099.36
 Leesburg Rotary: \$3,471.41
 Melon Patch: \$3,282.78
 Center for the Arts: \$3,101.38
 Leesburg Lightning: \$2,961.63

City of Leesburg: -\$69,597.19

Non-Alcohol Revenue	
Merchandise	\$40,041.00
Parking/ATM	\$11,533.69
Sponsorships	\$178,646.46
Vendors/Concessions	\$161,837.00
VIP Tickets	\$32,432.75
Total Non-Alcohol Revenue	\$424,490.90
Non-Alcohol Expenses	
Advertising	\$58,813.82
Awards & Prizes	\$518.82
Nourishments	\$7,793.83
Property Rentals	\$7,500.00
Cleanup	\$29,664.30
Entertainment	\$158,903.86
Equipment Rentals	\$64,511.08
Parking lot Payments	\$7,913.04
Security	\$43,555.37
Stage/Sound	\$75,068.24
Parking Taxes	\$692.39
Misc. Expenses	\$9,685.70
Total Non-Alc Expenses	\$464,620.45
Total Profit/Loss	-\$40,129.55

Options for Bikefest



1. Same way w/ Chamber

- 1 Year Left

2. Outside Vendor

- Keep Chamber Whole

3. New Way w/ Chamber

- Chamber needs \$50K
- City Needs \$40K

Option #1



- Same way w/ Chamber
 - Kick the can to next year
 - One year of funds remaining

Option #2

Outside Vendor



2025 Revenue – Alternative Option #1 (Industry Standard) \$10,000 - + 30%

Alcohol Revenue (No Tips)	\$190,667.97
Tax & CC Fees	\$12,812.91
Insurance	\$0
Fee	\$10,000.00
Revenue Less Tax, Insurance, Fee	\$167,855.06
30% of \$167,855.06	\$50,356.52
Concessionaire Revenue (Fee +30%)	\$60,356.52 + TIPS
Concessionaire Profit	Unknown
Non-Profit Org Profit	\$0
70% of \$167,855.06 to CITY	\$117,498.54
Overall City Profit (All rev & Exp Included)	\$77,368.99

Option #3



- New way with Chamber
 - Does not work
 - High Risk for the Chamber

Considerations



- Keep Chamber whole
 - \$30K total package pre-Bikefest contract
 - \$50K Staff recommendation
 - Sources
 - Bikefest Profits
 - GF FY '26 (Budget @ 3.4752 Millage Rate)
 - Solid Waste Fund
 - Civic Funding
 - Potential Reduction
 - Fund from profits (Outside Vendor)
 - Watch price of alcohol

Staff Recommendation



- Procure an outside vendor and fund Chamber @ \$50K

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JULY 28, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, July 28, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

Commissioner Mike Pederson was absent. 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 Reisman gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Water and Wastewater Utility Impact Fee Study Analysis and Results

CM Minner stated the city has been working on presenting the commission with some recommendations and proposals for increasing the water and sewer impact fees. So, with that, he turned it over to Shawn Ocasio of Raftelis Financial Consultants, Inc.

Shawn Ocasio, Senior Manager of Raftelis Financial Consultants, Inc., Maitland, said in terms of his role for this project, he has been overseeing the project as a whole, and he has been working with the city to coordinate the analysis for updating the water and wastewater impact fees. They are functioning in the role as a sub-consultant to the city's engineers, Jones Edmonds. He thanked the utility staff and the whole

team because they were very good at getting them all the information they needed. It was a very supportive process, so they were able to get everything put together quickly. This analysis kicked off in February, and they were already at this stage. He has worked with other clients where it took a lot longer to get things accomplished. It has been a very nice experience working with Leesburg.

Referring to the slides, he said he wanted to spend a little time talking about the study. More specifically, he wanted to give some background and primer information on impact fee basics along with the legal considerations around impact fees. They will have discussions about the method they are using, and the major assumptions that were embedded in it to give us the results. We will discuss the summary findings and the recommendations themselves, along with some items to consider with respect to implementation. To begin, what are impact fees? Impact fees are specifically designed to recover the cost of major capital investment in municipal facilities, infrastructure, and vehicles that provide capacity to serve new development. In this case, with the water and sewer utility systems, we need to recover infrastructure costs, major treatment-related assets, and transmission-related assets. Essentially, new growth buys into the system that the city had built in advance of their arrival. The fees would be used to pay for growth-related projects and growth-related assets. Impact fees cannot be used to pay for operating costs or anything like that. These fees are meant for growth and that growth pays their share of growth-related facilities and investments on a forward-looking basis. Impact fees can pay for expansion-related components of the debt payments if the utility system has debt. There is a little flexibility about how they can use them. However, it is mainly geared towards expansion-related projects and improvements to the system. The fees are paid for by new development and redevelopment that results in an increased demand for service and capacity. The fees are used to directly pay for growth-related facilities and major equipment, or to pay for expansion-related portions of debt payments.

Moving on to the benefits of impact fees. First, we need to have them in place, and at the right levels. Impact fees help to mitigate the burden on rate payers. The fees need to be set at appropriate levels to cover the costs of constructing structures. By doing that, it reduces the burden on the rates themselves. They would receive a growth-related share of capital costs to cover projects because it would be funded by that growth. If the impact fees are not in place or if they are not set to an appropriate level that is justifiable, then the burden is pushed on to the ratepayers, who are the monthly customers. It is very important to have the impact fee rates at the right levels, especially since there is a lot of growth happening in Leesburg. The impact fees need to be set at the right levels, which is coined as saying growth pays for itself or growth pays its own way, which in turn benefits the rate payers who are already there.

Moving to another slide, he said impact fees and related criteria have been developed under Florida Statutes and case law. To provide some history, impact fees are governed by Florida Statute 163.31801. There have been numerous amendments since the law was created in 2006. Some more recent impact changes were made in 2021 and 2024. There are new changes coming up that will take effect in January 2026. This set of statutes goes through constant evolution, so it is important to keep the pace moving forward. Among some of the major considerations, the Florida Statute requires that impact fees be based on the most recent localized data of the community. It further defines that the information has to be within the last four years. Part of the study required us to have the most recent data along with the current capital planning data from this year and the next five to six years and this study definitely fulfilled that requirement. There are provisions built in from the initiation of the study to when the fees are adopted. There is a twelve-month window to complete the study, and we are well within that timeframe. When a community adopts an impact fee there is a ninety-day grace period before they can collect it to allow the development community to adjust its inventory pricing to account for any new or increased fees. Impact fees cannot be charged before the issuance of a building permit. The fees are collected at the time of issuance because there are rules about when fees are collected. There are some administrative items that

relate to the accounting of the impact fees. Impact fees must be kept in separate funds, which Leesburg already does because impact fees are already in place.

Back in 2021, the state legislature passed some rules that changed how they implemented impact fees. They put some limits on it along with a couple of phasing requirements. If a community were to project an increase of up to 25%, that increase would have to be phased in evenly over a two-year period. If the increase is greater than 25% and up to 50%, then they would have to phase that in evenly over a four-year period. The statute goes on to say that anything above 50% is capped, and it would be maxed out at that 50% increase under normal circumstances. However, in 2021, they built in a provision for extraordinary circumstances. Essentially, the intent there was that if a community had a special situation or an extraordinary situation, there would be a set of procedural requirements to allow a community to bypass the phasing rules and the maximum threshold of 50%. So a community could exceed that and what he found interesting was, in their infinite wisdom, they did not define what constitutes extraordinary. Now, that is a good thing because they left it up to the community to make the determination of what is extraordinary for them. Another term built into some of the recent changes was that impact fees cannot be increased more than once every four years. Another change in extraordinary circumstances is that communities should not wait more than five years to increase fees, because there are more restrictions embedded there, and the state is trying to box this in with timing. In the current form, if a community were to proceed under extraordinary circumstances, there has to be a demonstrated needs study that documents the circumstances of the community that make it extraordinary. That includes a justification for the increase above that phasing program or above that cap. There is a justified needs study followed by two publicly noticed workshop meetings with the community to discuss the circumstances that are part of that needs study. They have to allow input and feedback from the development community about the circumstances. Once they go through the procedure of having a justified needs study for the circumstances, and after going through the two-workshop meeting process, there is a two-thirds vote requirement of the governing body in order to implement it. Now, what will take effect in January 2026 is that a community can still pursue extraordinary circumstances for an increase of over 50%, but the community will have to phase it out where, before that date, they could do it all at once. They will have to phase it out over a two or four-year period of time. They also made it harder to pass, so instead of a two-thirds vote, it will require a unanimous vote. That is another condition to be aware of that will take effect in January 2026. If a community waits more than five years between impact fee updates, they are not allowed to claim extraordinary circumstances on the next go round.

With the criteria for designing impact fees, there is essentially one main thing they look for, and that is called a dual rational nexus test and that boils down to the costs that are included in the design of the fees themselves. They have to be growth-related, and when we design the fees for growth, the revenues that are collected from growth have to be applied to growth-related projects. It ties the design of the fees with the growth-related costs to the usage of those revenues that are collected for growth-related projects. When designing impact fees, there has to be a reasonable level of service to the community. They cannot use impact fees to fund any deficiencies in the system or operations, nor can they use them to fund any service deficiencies. It can only be used for expansion-related items.

In terms of the method overall, we are trying to design a fee that is a cost per unit of capacity of the system. In order to do that, we have to figure out the cost side of the equation and then the units of capacity. We look at the fixed assets for the utility system and that covers every asset that is on the book for the utility system, treatment plant, transmission lines, distribution facilities, and minor equipment. It is everything. We also have to allocate that by the system between water and wastewater. From there, we classify it by major function. The reason they do that is because there are certain assets they have to leave out and certain assets they have to include. We have to go through the pairing process to fine-tune what that bucket of cost will be for the calculation. From there, they will take it to what the capacity of your

system is to get the cost per unit. It will be on that cost-per-unit basis going forward.

He showed a summary of the existing water and wastewater fixed assets. The system right now has about \$170 million in total assets associated with the water and wastewater systems. It roughly allocates about \$67 million on the waterside and about \$103 million on the wastewater side. It included about 75% of the system assets and about 25% were excluded for the reasons that the statute requires, along with the smaller types of items. The capital cost side is forward-looking because the fixed assets look at existing investments to date, and we took those costs and added that to the planned future costs moving forward over the next few years. In the plan we have about \$127 million of total projects. It was broken down into \$56 million for water projects and about \$71 million for wastewater projects. Some of the big-ticket items for the waterside are reuse mains at about \$34 million, fire protection improvements at \$6.2 million and water mains at \$11.5 million. On the wastewater side, they have the Turnpike Plant Expansion Phase Two at \$39.2 million, and the Southern Corridor Forcemain Bypass at \$13 million.

In terms of capacity, on the waterside there are six water plants, of which three have the capacity to serve new growth in terms of excess capacity above current demand levels. Through analysis, we isolated the costs of the facilities that have the capacity to serve growth and then related them back to their units, and the total system treatment capacity is about 28.8 MGD. We then looked at the facilities that have the ability to serve new growth coming in, and that is three plants which is about one million gallons per day. When we adjusted that down we looked at the current flow flowing at the facilities, and that showed 60% of the facility currently remaining. However, they need to remember that the city is experiencing a large amount of growth, so the city will eat through that as development comes on board. There are projects included in the plan that account for that. On the wastewater side, the current facility has about eight million gallons a day of treatment capacity. With the Turnpike improvement project, it will go to nine and a half million gallons a day. The current available capacity is 42.32% or 3.386 million gallons a day. Again, that will be used as the city continues to grow. The city will need to build new facilities to accommodate that growth, and that is the purpose of the impact fees. Those fees will fund the expansion of that new growth. In terms of existing fees today, on the waterside we have \$1,175 per equivalent residential unit and on the wastewater side we have \$2,778 per unit for a total of \$3,953. In their analysis, they also looked at proposed fees, and on the waterside we see an increase to \$2,039 per equivalent residential unit, and on the wastewater side we see an increase to \$4,567 per unit for a total of \$6,606. Now, for a sense of scale, that is an increase of 74% on the waterside and 64% on the wastewater side. Those are significant increases for a total overall average increase of about 67%. Referring to the chart, he said the column on the right shows where the city would be if the city were to implement the statute approach, because it would be capped at \$1,762 on the waterside and \$4,167 on the wastewater side for a total fee of \$5,929. This would be the total fee if the city were to use the phase-in approach over four years and cap out at 50%.

He showed a chart of surrounding communities with their fees. He showed where Leesburg would fall in both instances, whether that be the existing fees or the proposed fees. Right now, Leesburg sits at the lower end of the pack and with the fully calculated increase level, Leesburg would land a little above the average. Now, why do we see such a disparity across communities? There are a myriad of reasons as to why we see different fees in different places. It could be an issue of what treatment facilities each municipality has. It could be the age of the facilities in terms of how they do things and are they adequately funding their renewal and replacement needs, or they could have pushed projects back because that could artificially lower the costs, and were lucky enough to receive grant funding to help defray some of the costs. There are a lot of different things to consider. The source of water supply could be another reason. It is a comparison of the cost per unit of capacity, but there are a lot of things embedded that the comparison does not really show. They do with other municipalities, so they do know some of them are going through this process right now too. The cities of Casselberry, Apopka, Sanford,

and Clermont have all approached them about doing updates. So, even though the city's relative position would be increasing the fully calculated level, odds are that other communities are doing these studies as well. So, the relative position increase might be mitigated because the same capital cost increases that Leesburg is experiencing are also happening in other cities. He worked with the City of Sanford on their multi-year capital plan back in 2019, and the five-year period of capital improvements that they wanted to do was about \$190 to \$195 million. He worked with them each year as a part of their planning process. That same capital plan is closer to \$300 million now because of capital cost inflation. Municipalities everywhere are experiencing this; it is not just unique to the utility systems. They see this happening in fire departments where, five years ago, a pumper might have cost half a million dollars, and now it costs closer to one million dollars. They have seen asset acquisition costs and construction costs all across the board increase very significantly in an extraordinary manner over the past five or six years.

In terms of implementation, the water impact fee on a per ERU basis is based on the fully calculated level increasing by about 74% and the wastewater increasing by about 64%. Those fully calculated amounts are higher than the 50% of the standard statutory implementation approach. The city essentially has two options. The city could choose to implement the standard statutory approach, which would be phased in over a four-year period to that 50% cap, and it would cap out there. The con to that is because the fees would be perpetually under recovering compared to what they should be based on the fee analysis. The differential there on what would have been recovered from growth would instead be recovered through the rates, otherwise those projects would have to be pushed back. It does create a potential burden on the existing rate payers by pushing it in that manner. The alternative is to implement provisions, under extraordinary circumstances, which are the procedural requirements and that would be the recommended option based on their analysis. Some circumstances that went into the justified needs' analysis were that the city has experienced significant population growth, and that has continued to project on the horizon. Leesburg's population has grown from roughly 27,000 to about 37,000 between 2020 and the present. That is an average of about 6.5% per year on an average annual basis. To give a sense of scale, the average for the state is less than 2% per year, so Leesburg is experiencing very high growth. Leesburg is actually one of the highest he has worked with, and it relates to units that have been approved for development since 2020. There are about 40,000 units that have been approved for development, and about 14,000 of those units are related to The Villages. The level of significant growth that the city has experienced, and will continue to experience, is what created the need for the expansion-related projects in the capital plan. It directly links to the costs that the city will incur because of that growth. Those costs are what drives this. The cost of constructing facilities has increased significantly over the past five to six years. For a sense of scale, the consumer price index has increased by about 27% since 2019. When looking at construction materials, they have increased 40% since 2019, and that does not include costs of labor. We have seen very significant increases that are extraordinary compared to normal circumstances. With the city's existing investment in the wastewater facilities, he divided that out per gallon of capacity that the facility can treat, and it came to an average cost per gallon investment of \$8.64 per gallon. He also looked at the construction costs for new facilities, and the expansion of the Turnpike facility. The increase on a cost-per-unit basis is about \$26.13 per gallon of capacity. It now costs three times more to build. They have seen a very significant increase in other communities. He did a study for the City of Mount Dora, and their new facilities plan for wastewater expansion was \$43 per gallon of capacity compared to their embedded investment, which was about \$13 or \$14. It is a phenomenon that we are seeing across the board, and it differs materially from what has been seen historically in terms of costs and the increases.

Moving on to implementation. On the front end, there are some changes upcoming in the Impact Fee Act, and those changes will take effect in January 2026. They relate to SB 1080 and SB 180. One note is, if impact fees have not been updated in more than five years, you will not be able to implement them through the extraordinary circumstance approach. However, that update will not go into effect until

January, so there is still time to implement that methodology, but the timeline for that to be done is short. SB 180 has also passed legislation, and this one has to do with the impacts of hurricanes. It says for one year after a hurricane makes landfall, an impacted local government may not propose or adopt restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit or development order. The question that was raised in this bill was whether this affects the implementation of impact fees, because they are not specifically called out in the listing of items being restricted. We could conceive of a good-faith argument that says the payment of an impact fee is a part of the process for getting a building permit and those types of things and does the raising of an impact fee fall under these restrictions? If yes, then there is the potential that this bill could impact how the city goes about implementing impact fees moving forward. If not, then, it is a non-issue, but it is something he wanted to bring up because it is still so new, and we do not know all the answers yet.

CA Watson said he appreciated him pointing that out, but to hammer more on that we do not know what that language exactly means. It is broad, vague, and expansive, so it is certainly a possibility. It seems that a number of cities are still planning to move forward with the process at this point despite SB 180 passing. They are looking at the idea that SB 1080 is more specific to impact fee procedures and how a community goes about raising them. It is very important to point out that SB 180 is a potential concern, because we do not know what the exact impact of that will be on raising impact fees and whether a court would consider that part of the development permit process or not. **Commissioner Berry** asked what would happen in January 2026, and what should we do? **CA Watson** answered that was the trigger because that is a different bill. It is confusing because they numbered the bills pretty much the same. SB 180 specifically deals with emergency procedures and hurricanes, things like that. It also talks about the burdens on the development process. Where SB 1080 changes the extraordinary circumstances' analysis. As Mr. Ocasio said January 2026 is important because that is when the new impact fee regulations go into effect and when the extraordinary circumstances option will change. **Commissioner Berry** said the extraordinary circumstances were the question, because of what would be considered extraordinary. **CA Watson** replied that it would be more difficult to do once January 2026 hits. More particularly with the five-year limitation and the other restrictions. It would be much easier to do the extraordinary circumstances for the purpose of raising impact fees beyond that 50% threshold if we did it prior to January 2026. **Commissioner Burry** questioned the one-year impact. Are we referring to Hurricane Milton specifically? **CM Minner** responded yes. **Commissioner Burry** then said that the date would be October 9th. **CA Watson** agreed. **Commissioner Burry** pointed out that they would have to do this between October 9th and January 1st. **CA Watson** commented that with the emergency management bill it reads as though it is limited in scope, and it actually covers the entire state. So, every municipality is covered by the emergency management bill, which is SB 180.

Mr. Ocasio said with that in mind, he put together two alternative implementation schedules with the city manager for recommendation. If the consensus was to move forward with the extraordinary circumstances approach in order to get the full fee level implemented as opposed to over time. The extraordinary circumstances workshops could take place on August 11th and August 25th. Subsequently, the city would then have the first and second ordinance readings associated with the passing of the ordinance on September 8th and 22nd. They would then have an October 1st effective date and the city could start collecting new fees starting January 2026, after the ninety-day grace period between when it is adopted and when they can begin collecting. As an alternative, there is a potential workshop for September 22nd and October 13th with ordinance readings on October 27th and November 10th, with fees being effective December 1st. The city could then start collecting fees on March 1st. In either case, the city would be ahead of that January 2026 deadline. The intent of alternate two was, if we were worried about SB 180 and the timeline of the declaration, that was intended to be one year after that point in time. The city would be sidestepping that, while staying within the timeframe to get it done by January.

CM Minner asked the city attorney if he had a preference. **CA Watson** answered no, but if it were a perfect world, he would think the first alternative would be better because it has a cleaner legal path. However, either one is okay. **Mr. Ocasio** said in terms of next steps for how to move forward. They need consensus on the implementation method and if they want to go with the standard approach or the extraordinary circumstances approach and implement it faster. There is some research that still needs to be done on the potential impacts of SB 180. Then the city would publicly notice the meetings for the workshops and the ordinance reads as a part of that process. The city would adopt the proposed fees at the fully calculated level and comply with the impact fee act requirements, the ninety-day grace period, and update them after four years.

Commissioner Berry wanted to know if it was possible to get the updated version of the presentation because he provided pages that were not included in the packet. **CM Minner** stated it was modified after the packets went out, and he could get it to her. He said he talked to the city attorney this morning, and they were leaning towards options one or two. However, they are looking for feedback from the commission to move forward with implementing the extraordinary circumstances. **Mayor Reisman** said he knows this was for wastewater and water, but do we need to address police and fire impact fees? **CM Minner** replied that those impact fees should be reviewed and looked at separately. We should not hold up the water and wastewater impact fees. However, yes, at some point, that is something we need to talk about. Leesburg has six local impact fees for water, sewer, police, fire, recreation, and library. We also need to look at the possibility of adding a road impact fee. However, he would have to defer to Mr. Ocasio on that one and how we would do that, but there was a difference between the increasing impact of fees and the implementation of new ones. **Mr. Ocasio** agreed, that is their understanding. If it is a first-time implementation, then there is no increase to be calculated. It would be a brand-new thing. **CM Minner** said he would get back with the commission at a later date to look at other impact fees and whether they need an increase along with the possible creation of a new one. That would be a separate assignment, but we need to keep pushing forward on water and sewer. **Commissioner Burry** asked the city attorney if he would recommend option one, and if he could expand on that. **CA Watson** explained that option one would be cleaner. He liked the idea of having the ordinance implemented. It also has a ninety-day grace period, so everything will run before January 2026, when the law changes. However, either one is okay, and if we can get everything done before the law changes, that would be the better process.

Commissioner Burry made a motion to pursue option one for the expansion, and Commissioner Connell seconded the motion.

Mayor Reisman asked if there was any further discussion from the commission or the audience. There were none.

The roll call vote was:

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

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

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be

discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

Mayor Reisman asked the audience if they were there to speak about the shuffleboard courts, if they could kindly hold those comments for the August 25th city commission meeting, because that is when this item will be heard and voted on.

Steve Clark of 109 South Lake Drive, said he was exercising his right to public comment regarding the Palmetto Street Shuffleboard property dispute. The Leesburg Shuffleboard Club (LSC) and Forward Paths are two valuable Leesburg nonprofits that are unnecessarily being pitted against each other over the Palmetto Street Shuffleboard courts. Demolishing the courts to benefit Forward Paths would dissolve the LSC. It is an inequitable outcome that the City of Leesburg can avoid by accommodating both organizations. The LSC has used and maintained the shuffleboard courts for decades, and it has remained respectful despite Forward Paths false allegations that the LSC inflated membership numbers and/or opposed their mission to support homeless youths. They insinuated a "not in my backyard back" mentality, but no evidence of any such treatment has been observed by anyone. This conflict stems from Commissioner Jimmy Burry's proposal favoring Forward Paths where his wife and son hold leadership roles. That is a conflict of interest. Commissioner Burry's actions raise a clear conflict of interest under Florida's Code of Ethics, Chapter 112, Florida Statutes, and the Sunshine Amendment, Article 2, Section 8. Public officers may not use their position to secure a disproportionate benefit for family or affiliates, even without financial gain. By prioritizing Forward Paths, Commissioner Burry disadvantages the LSC, a similarly situated nonprofit, violating fairness principles described in both the above statutes. In the legal context, the LSC's fifty-four-year use and forty-year maintenance of the courts may establish legal claims, including prescriptive easement or equitable estoppel, supporting their right to continue using the property. Former Mayor Bill Polk also noted the potential for discrimination lawsuits if the city favors Forward Paths over the LSC. Impact on similarly situated parties, both nonprofits serve vital community roles. Forward Paths for homeless youths and LSC for seniors. Demolishing the courts grants Forward Paths a disproportionate benefit while dismantling LSC. Undermining equitable treatment required by Florida ethics laws. Call to action, the city must resolve this conflict transparently. Investigate Commissioner Burry's actions and find a solution that preserves both organizations.

Carolyn Colucci of 4952 Sawgrass Lake Circle said she was here a month ago with concerns over the Manor Oak development. They wanted access to their property, and their community attorney addressed them in a letter stating that this is private property and, hopefully, that has resolved the issue, so they are not burdened by having strangers on their property. However, she was there to reference an article from the Daily Commercial from February 13, 2023. That article was about the city's significant growth and development. There is a poster-sized map hanging in City Manager Minner's office with proposed housing developments marked in big pink chunks. If the shapes were weighted, they would tear off the south end of the map because that map shows a doubling of the size of the City of Leesburg's population within a few years. Now, there was a statement in the same article that said we do not go out seeking growth. Minner said last January, when the city commission unanimously approved the 2,300 single-family and 740 multif-family units in the Whispering Hills development. Growth comes to us, and it is the city's job to manage growth and, if annexed, to provide services. We are not going to stop growing. That has become very obvious to many residents in this town. The amount of growth that has been happening is exponential for the services and the community. What should be a ten-minute ride from the Plantation to city hall at ten o'clock this morning according to Map Quest, would take twenty-three minutes. At five o'clock this evening, it said it would take closer to forty-five minutes, barring any

accidents. The communities are being burdened to a ridiculous amount by this growth. We need to put control down and look at the utilities, facilities, and roads. The roads cannot handle it and when she hears that The Villages are all golf carts, that is garbage, because every golf cart driver potentially has one or two cars at their home and the roads cannot handle it.

Kaitlin Brody of 146 Bullfrog Lane, Umatilla, said she was there because of one of the commission members. The Commissioner for District 3 has made decisions that directly impact her, her property, and her neighborhood. This individual is also the building official for Umatilla. Holding both positions is a violation of Florida law, Article 2, Section 5(a) of the Florida Constitution. It clearly prohibits anyone from holding two public offices simultaneously unless specifically authorized by law. Additionally, Florida Statute 468.619 recognizes that building officials, because of the powers and duties they exercise, are considered public officers. That means serving as both a city commissioner and a building official at the same time is not permitted. It has been confirmed that there is no interlocal agreement between Leesburg and Umatilla that would make this dual role lawful. However, this issue goes beyond a legal technicality. As Umatilla's building official, he allowed un-permitted work, allowed deviations from signed and sealed engineering plans, issued certificates of occupancy that do not reflect actual conditions, and failed to verify required legal documents. Even worse, he has communicated about residents, including her, with developers through personal emails and phone calls. Florida law requires building officials to act without favoritism and avoid conflict of interest. This is not happening. This is about accountability and it is about trust. The communities deserve fair and equal enforcement of the law, not special treatment for developers with connections, and she sees that the city's residents here do not like development. What is more concerning is that the same developers and builders who are allowed to cut corners in Umatilla are also building here in Leesburg. This raises serious questions about whether similar issues may have already been happening or could happen in your own city. She asked the city to take a serious look into this situation and take corrective action, because when one person holds too much power and uses it carelessly, it is not just unethical, it is dangerous. Both cities and the people who live in them suffer the consequences. We cannot allow conflict of interest and abuse of power to be swept under the rug. She was not there to speak up for herself, but for every resident who deserves transparency, fairness, and integrity in their local government. It is time to bring accountability. It is time for darkness to come to light, because what is happening is not right, and it is not fair. She directly addressed Commissioner Connell, by saying she would continue to uncover everything. She will not stop until there is accountability and the full truth comes to light.

Mayor Reisman asked the city attorney to address the allegations against the commissioners. However, before that, he wanted to say that our staff does a phenomenal job, and we have one of the best building officials in the state. When someone comes up saying that about our staff, you are undermining their talent, their ability, and their work ethic here in the City of Leesburg. **From the audience, Ms. Brody** said she was not talking about Leesburg's building department. **Mayor Reisman** continued to say that she said there were false things going on in this city. **From the audience, Ms. Brody** said she was referring to Umatilla. **CM Minner** agreed. The way it sounded, it sounded like she was referring to the Leesburg building official, but she was actually referring to the building official for Umatilla. **Mayor Reisman** added that she also mentioned that those same builders are building homes here, which alludes to our building officials and our staff doing a horrible job. **Commissioner Connell** stated he wanted to address that because he was familiar with her. Just to clear the record, when he first ran for office back in 2019, he addressed this issue with the former City Attorney, Fred Morrison. He was not an elected official of Umatilla. He was a hired employee, and he was a part-time employee at that. As far as her situation, he did not inspect her home. He did not do her plan review because that was all done by a third party. He is just a building official of the city and when they elect to use a third party, all the building official does is process paperwork. He had nothing to do with the construction of her home. Nor did he have anything to do with the builder who built her home. He did not know if he had ever done an

inspection for the builder who built her home. What goes on here in Leesburg with the builders he has no control over nor does he have anything to do with the daily permitting or inspections of what goes on in this city. Her claims are outrageous and to come to a public meeting and say that is absolutely borderline slanderous. It is absolutely outrageous for her to come here and make these statements. Just to clear the air, he had nothing to do with her home or anything. **CA Watson** said he appreciated Commissioner Connell addressing that specific situation. He has great respect for the former City Attorney, Fred Morrison, for his role and the discussions that they had about that issue. Also, with Commissioner Burry's situation. This is something that we addressed at the last meeting. We have looked into this, and he has talked to Commissioner Burry. Since the last meeting, he has spoken to him again about additional issues and found that there was no conflict at that point. Again, we have looked at all the statutes and constitutional provisions that are in play. He had questioned him multiple times and there is no factual information to support that there is a conflict of interest. He would welcome any information from the community. If anybody has any information, they are welcome to submit it to him, and he would be happy to review it. However, to clear the air here. The issue here is a little bit different because of volunteerism as opposed to being a paid employee-type scenario. He understands what has been said, but he has read many ethical opinions on the issue, and he has talked to Commissioner Burry about all the issues and factual allegations that have been floating around, and he does not have any concerns about a conflict based on those discussions. Again, if anybody has any information they would like to submit, they can submit it to him via email grant@stoneandgerken.com. Anyone can email him information. He would be happy to look at it, and talk to them about it. However, he had talked to Commissioner Burry multiple times about it, and he was not concerned based on the information that we had. He would like to move on at this point, and he does appreciate everybody's concern and comments on the point. **Mayor Reisman** asked if there were any further public comments. There were none.

5. CONSENT AGENDA:

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

Commissioner Berry moved to adopt the Consent Agenda as presented, and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Approval of Art Advisory Board Meeting minutes from September 21, 2022

2. **Regular Commission meeting held July 14, 2025**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 4 to an existing contract with Odyssey Manufacturing Company; and providing an effective date.**

ADOPTED RESOLUTION 12,071

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with Greg Brown Painting, LLC,; and providing an effective date.**

ADOPTED RESOLUTION 12,072

3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Puff 'n Stuff, LLC for Emergency Food Services for City Response Personnel in the event of a disaster; and providing an effective date.**

ADOPTED RESOLUTION 12,073

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of fifty-one (51) cancer-blocking particulate hoods as a portion of the firefighter protective clothing; and providing an effective date.**

ADOPTED RESOLUTION 12,074

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board - Leesburg Schools - for the 2025-26 school year starting in August 2025; and providing an effective date.**

ADOPTED RESOLUTION 12,075

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Tower Operating Agreement with the Federal Aviation Administration related to the Air Traffic Control Tower at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,076

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from SECP LEESBURG LLC, joined by STUDIO BANK; and providing an effective date.**

ADOPTED RESOLUTION 12,077

5. **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 Walton Acquisitions FL, LLC, regarding natural gas service to the development known as Denham Village Phase 1; and providing an effective date.**

ADOPTED RESOLUTION 12,078

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute FAA Grant Agreement 3-12-0042-033-2025, for the Taxilane Rehabilitation Design, for the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,079

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc. for Taxilane Rehabilitation Design Services, for the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,080

8. **Resolution of the City Commission of the City of Leesburg, Florida amending the Building Permit Fee Schedule; repealing the existing Building Permit Fee Schedule adopted via resolution 10,477; and providing an effective date.**

ADOPTED RESOLUTION 12,081

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

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

A. SECOND READING OF ORDINANCES:

1. NONE

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, Amending Section 13, "Motor Vehicles and Traffic," of the Code of Ordinances by amending Section 13-5 to Adopt the Maximum Rates for Towing and Storage of Vehicles as Set Forth in Florida Administrative Code Rule 15B-9.010; providing for conflicts, severability, codification; and an effective date.**

Mayor Reisman asked the city attorney if he needed to do the swearing-in. **CA Watson** answered no not this evening since there were no quasi-judicial hearings.

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

Mayor Reisman said this was a first reading. He asked if there were any comments by the commission and audience. There were none. He stated this item would lay over until August 11th.

C. NON-ROUTINE ITEMS:

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

ADOPTED RESOLUTION 12,082

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

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner said this item was the Blue Heron lease extension. It was brought up at the last meeting and the commission asked that it be placed on the agenda. The existing lease at the incubator is set to expire

at the beginning of September or the latter part of August and Blue Heron has requested an extension. In the packet, the staff report said that we favorably recommend the extension of the lease, but that was an error because city staff did not recommend the lease as requested. While negotiating a renewal of the lease, we could not come to an agreeable term, so the lease that is on the agenda are the terms requested by Blue Heron. It was not by staff. Blue Heron petitioned the commission at the last meeting and their request was subsequently sent to them. However, long story short, their request is the lease that was included in the packet. It is a one-year lease at \$250 a month and city staff are in opposition to the proposal for two reasons. First, he was not sure at this stage if Blue Heron met the intent of the incubator because the incubator is a place where businesses start and germinate. It would be for businesses who are not already in existence. Blue Heron also has other offices in the region, so they are clearly a quality firm that may not need incubator support. Secondly, the extension would be a decrease from their current rental rate. Their current rent is about \$400 a month. That information was included in the packet, but he may have misstated the amount. For those reasons, he recommended either letting the current lease expire and not renewing it or, at the very minimum, extending it at the current rate. The owner of the business was present, and he may want to present information explaining his side of the request. However, at the last meeting, the petitioner requested the extension of the lease because they help local businesses by finding fraud and, due to their expertise in accounting, they felt they were a benefit to startup businesses. Therefore, they should be eligible to be in the incubator. This matter is for the commission to decide. **Mayor Reisman** asked if there were any questions from the commission.

Commissioner Burry wanted to know when a new business comes in, how much do they pay for rent? **CM Minner** responded that it would resemble this business' lease. We typically run three-year leases. The first twelve months at \$300 per month, it then goes to \$350 per month for the second year, and it is then \$400 to \$450 for the last twelve months. He affirmed that \$250 per month would be way below what the current tenant pays and below what we could bring into the incubator. **Commissioner Burry** wanted to know if there were any potential tenants interested in the space. **CM Minner** replied that at this time we do not have potential tenants ready to move in there. However, over the past twelve months, we have had different petitioners seeking interest, so it should not be hard to fill that space at the typical standard of thirty-six months. **Commissioner Berry** wanted to know how long Blue Heron had been in the incubator. **CM Minner** reported that they have been there three years and their lease is about to expire.

Nathan Gauger of 1318 Quail Court said this was their only physical office. They do not have multiple offices throughout the state. We traditionally go into incubators to help small businesses grow and to provide their expertise. The initial phase is the largest phase for issues and mistakes, because, often times, it bankrupts the business. We have only one office. It is the smallest office in the building, and it is located in the back corner. There are currently thirteen offices in that building and six of them are occupied by the Leesburg Chamber of Commerce and four are occupied by the Lake Economic Area Development. One office is a storage closet for liquor and in the back kitchen they are currently warehousing restaurant goods. His approach and what he sent in an email is that he hoped to help small businesses expand and do better in this city without facing the same financial non-compliance issues that the vast majority of them do. Whether they see it or they do not see it. It usually leads to issues five to ten years down the road. Main Street here has a consistent churn of businesses, and they have helped many of those stay alive. In this case, we have three of them that would have been non-compliant had they not been with Blue Heron because they received prior advice from someone else and because we fixed their situation, they are still in business here. He was not trying to use that room as a constant business. So, if there was a case where someone wanted to move in, that could be added to the lease. They could add a thirty-day out. The city has the ability to kick him out, so he would not complain if the city took a thirty-day out. Currently, there are two offices that are unutilized. If they choose to have the liquor storage and if they choose to have some of the offices filled by tenants that do not pay, that is fine, but he wants to pay what he believes is a fair market value rent. If they look at the square footage, the price per square

foot is beyond what the vast majority of other businesses pay per square foot for co-working space. He just wanted to be 100% fair. This is the smallest office in the entire building, and he was not really asking for much here.

Commissioner Berry asked him to explain why he was not willing to pay the additional amount and if that was due to the square footage of the office. **Mr. Gauger** answered that he did not believe that it was fair to pay \$70 a square foot when other real estate around the city is maxed out at \$40 to \$45 a square foot for co-working space. He felt that \$70 a square foot was a bit much. **Mayor Reisman** wanted to know what his current monthly rate was now. **Mr. Gauger** responded that he currently pays \$350 monthly. It was \$300 and it went to \$350. They were subsidized by the USDA rule grant in the original contract. He had not seen that grant, so he was not sure how that really worked. He had not seen any funds being distributed since 2019, so that grant may not exist. In his email he explained that this is what other incubators are doing across the nation. They involve professionals to help businesses succeed. If the city did not want to have him in the incubator, he requested that they utilize it as an incubator space and put small businesses in that space. There were two small businesses that were there, Deb Jane Consulting and a mental health facility. However, the mental health facility left because of financial issues. It was his understanding that it was financial fraud that caused that for-profit business to remove itself from that building. **Mayor Reisman** mentioned that he would be in favor of the current rate. He could not approve a decrease because he has a lease at the airport, and he pays CPI increases every year and if he were to receive a decrease, he would be here requesting a decrease in his rent. So, he would approve the current rate for a year with a thirty-day out notice. He could not approve anything outside of that. **Mr. Gauger** stated he would not argue with the current rate. He would just argue with a \$100 rate increase when he does not utilize that office forty hours a week, and it is not a great space to build a business. He welcomed the commission to walk through it so they could see it and get more information. **Mayor Reisman** asked if there were any other further commission comments?

Commissioner Connell wanted to clarify that he was okay with paying the lease as proposed. **Mr. Gauger** replied with the lease. If the commission wanted to increase it to the current rate, he would be more than fine with that. They could also include the thirty-day out clause. However, he would like to request that the commission add a suite number to the lease because right now it looks like he is leasing the entire building and there are occupants in the other thirteen rooms. He would prefer the lease to state a singular suite. **CA Watson** said the modification could be easily made. He believes the concern dealt with liability associated with suites that are not being rented by this particular business. He understood the perspective, and it was a pretty easy change to make. If the commission was in favor of that, they would need to modify the motion and add that as a condition. He would be happy to make that change. To clarify again, he is only renting one suite with certain access rights to common space. **Commissioner Burry** wanted to know if his purpose in the incubator was to help other businesses in the incubator or was he doing private work outside the incubator? **Mr. Gauger** replied both. He would love it if he could help other businesses that were in the incubator, but there are no other businesses currently in the incubator. **Commissioner Burry** wanted to know if he was currently helping any businesses inside the incubator. **Mr. Gauger** stated that currently there were no opportunities because there are no other tenants. Eleven of the thirteen offices in the incubator are filled and occupied by non-profits. **Commissioner Burry** then said, in essence, he was using it to help run his business because he was being paid by other entities for his services. **Mr. Gauger** agreed. **Commissioner Burry** stated he could agree with the current contract rate of \$350, but he could not go with a reduction to what someone new to the incubator would pay. That would not be fair. **Commissioner Berry** questioned if he was requesting \$250. **Mr. Gauger** responded that he would not be opposed to \$350, but he was opposed to paying \$450 or \$500. That was where his opposition came in, because he looked at traditional square footage. Also, if the commission wanted to put a mandate in the agreement that said he would have to offer his services for free to businesses or residents, he would make time available. He could give two hours or do a

quarterly seminar on what is happening with taxes or what is happening in the world as far as business, because that is much-needed. Currently, residents travel to Eustis or Clermont for that information. We could make that available here if we wanted to really push that. However, that would require participation from the economic development entities that are already inside the incubator, because they are there to manage the growth of Lake County. **Mayor Reisman** questioned the current proposed lease amount. **CM Minner** said the lease that was in the packet which the current motion is based on is for a one-year period at \$250.

Commissioner Burry made a motion to amend the current lease and raise the rental rate to \$350 per month. The lease will be for a one-year period to include a thirty-day out clause and specify which suite he occupies as the leaseholder, and Commissioner Berry seconded the motion.

Mayor Reisman asked if there were any further comments from the commission and audience. There were none.

The roll call vote on the amendment was:

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

Four yeas, no nays, the Commission amended the motion.

Mayor Reisman stated with regard to the incubator he would like the city to put an advertisement plan together or work with someone to advertise that facility so it can get back to its full potential. **CM Minner** pointed out that the motion was a motion to amend, so they needed to vote on the matter as amended.

Commissioner Berry made a motion to approve the lease as amended, and Commissioner Connell seconded the motion.

Mayor Reisman asked if there were any further comments from the commission and the audience with the amendment in place. There were none.

The roll call vote as amended was:

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

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

Anthony Washington of 1011 East Boulevard said he was listening to this, and he did not think it was a major issue. When a gentleman wants to provide a service, the city should not be majoring in minor things. If they look around, and talk about square footage that is in every real estate and every city. That is what they base the dollar amount on. He wanted to support the gentleman as a resident, and he did not think he was asking for much. For a person to come up who wants to provide that service to the community, the city should commend him.

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of May 2025

Mayor Reisman asked the commission if they had any questions regarding the financial reports. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

A. FY 26 Budget Update

CM Minner wanted to provide some information about an incident that took place about a month ago and without speaking out of turn, or accepting or denying any liability for the incident that took place. A young lady was hit by a foul ball at a Lightning Game. She received some damage to her face, and since that time we have put up some signage and the recreation director has started looking at costs for netting that would run down the third base side. We are going to move forward with procuring those numbers and bringing forward a price to add that netting. However, those numbers are going to be significant when they come forward, but nothing will be done as far as installing the netting without coming to the commission first. He believes the proper way to trigger this would be to go ahead and commence a procurement process to get the numbers and bring them to the commission. He thinks netting that third base field line will be in the six-figure range. He did not want to say a number because he did not want to prejudice any bids, but we are anticipating an expensive endeavor. Nonetheless, we are moving forward with that and the commission can provide direction when it hits their desk.

On the second issue, he has spoken to the mayor about it a number of times, but about a year ago the commission passed a resolution that authorized the construction of a baby box. The purpose of a baby box is for a mother or a family who are unable to care for an infant. They can place the infant in the box so that the infant can reach public personnel safely. There was a long discussion about it a year ago. However, the state legislature this year passed a law that now said the boxes were legal. In that regard, one of the things that stopped us from putting in the baby box a year ago was a concern that the baby box did not have the proper product approvals, and that we would not be able to get a building permit. However, at this stage, those fears have subsided to a degree. There are two issues that still give him some pause in signing the agreement that the resolution gave him the authority to do. First, he did not want to prematurely sign off on the contract because it would leave the city liable for the purchase of a product even if we were not able to install it. Then that installation could become problematic if the building official was concerned about product approvals. Secondly, we need engineering and design because the baby boxes are built right into the wall of the facility, so that was a concern because we would have to remove a portion of the wall to add a header along with some other things. So, design engineering will be needed. He has also been working with Amanda McLea of the Sunrise Rotary on this, because they are willing to pay for the baby box, which costs about \$25,000, and they are going to provide a letter that indicates that. In the interim, the Deputy City Manager is working on gathering price estimates to figure out what we need to do to procure construction services to cut the hole in the wall of

that building. At this point, we have no idea what those costs are, but he would bring that matter back to commission as a contractual item. Even if it falls below the threshold of his authority, he would still bring it back to the commission as an informational item. We will be working on the procurement for netting at Pat Thomas along with procurement for a contractor to cut a hole in the wall for the baby box. He noted that the scheduled place for the baby box would be at Fire Station 61 on Canal Street. **Commissioner Berry** asked if the person that was injured at the lightning game was a child or an adult and do we know how serious it was? **CM Minner** answered that it was a young female. She appeared to be in her early 20s. **Commissioner Berry** wanted to know if there had been any netting on the third base side? **CM Minner** replied no and there never has been. Right now we are not sure if they have filed a claim, but we did receive some information, and it was forwarded to our risk manager. She will be managing that case, and he will provide further details as they become available.

10. ROLL CALL:

Commissioner Burry had no further comment.

Commissioner Berry said she wanted to congratulate herself because this past weekend she represented the City of Leesburg at the Stepping out for Education event that was held on Saturday. She walked away as being the top female dancer. It was a great experience, and it was for a wonderful cause. It will help the children in the Lake County Schools along with the teachers.

Commissioner Connell mentioned that he had already spoken to the city manager and the city attorney about a publication that came out that he thought was putting the cart in front of the horse. He was going to quote a portion of the publication because it says this publication shall serve as a notice of the City Commission of the City of Leesburg, Florida, and the intent was to dispose of real property at 309 South Palmetto Street. It says it shall serve as notice of the City Commission and that it was our intent. However, we have not had a vote on this. This should have been discussed and voted on that said it was their intent to dispose of this property before a notice came out. Again, from time to time, this commission puts the cart in front of the horse on things. He believes they should have had a major conversation because it was not their intent to do away with almost two acres of recreational property before the notice was posted. He did not know how the city manager felt like it was their intent when they had not voted on it. He was not asked if that was his intent one way or the other, and he was not sure if the city manager had spoken to any of the other commissioners about it. He did not think this notice should have gone out prior to the commission having a discussion and a vote. **CA Watson** remarked that there was a notice published regarding this property that invites proposals from the community. So, if anybody has any proposals for the redevelopment of the property, there is a thirty-day window to submit that information to the city. They can submit a proposal to the city for the commission to consider in the context of considering whether to dispose of the property. As Commissioner Connell mentioned, it did indicate an intention to dispose of the property, but the city is not required to dispose of the property even after having run that notice. It is a notice to invite proposals from anyone who may be interested who may have a proposal for redevelopment of the property. However, to clarify, this does not guarantee that the city will get rid of the property. It is just a procedural requirement that needs to be met because it is within a CRA's boundaries. The idea was to invite proposals, so the commission could have everything they need to make a decision on what the best proposal is for the property. **CM Minner** added that, based on the Commissioner's comments that were pointed at the city manager, he would say the following: this is a standard operating procedure for when the commission considers the disposal of surplus property. This process was not done in prior years before Stone and Gerken became our city attorneys. His commentary was not to throw anybody under the bus, but rather discuss standard operating procedures (SOP) in a public forum, which we have no issue with. When we operated with Melin Burned under the direction of Fred Morrison, we never made advertisements seeking ways to have clear title prior to

disposing of or selling property. He could not speak for the former city attorney, but that was the process. Now, under Stone and Gerken and the city attorney's leadership, the directive, which is part of the statute, was to make sure we have clear title before disposing of lots, and we needed to advertise. More specifically, we need to advertise property that is located within a community redevelopment district. So, as we endeavor to move off into this concept with the shuffleboard courts and Forward Paths about what to do with this specific two-acre tract, it has now been agendaized has directed by the commission for August 25th and, in doing so, he received a call from the city attorney that said we needed to advertise this property. He explained that to Commissioner Connell when he asked about it late last week, and no, he had not talked to any other commissioner about it because it was a SOP and the advertisement used the standard language. The only quibble he would add about putting the cart before the horse is that, as the city attorney has educated him on the process for when we consider donating, selling or disposing of property, as the city attorney explained the definition of intent, we need to have all the information available prior to taking any action to dispose of property. We are asking for other proposals even though he was sure there would be a Catch-22 there. If we endeavored to vote without the ad, then we would not have other proposals come forward that offer to purchase the property or to give us other options that may be better than what we think is available. The purpose of the ad was to flush out all the options. So, in the next thirty days, we may have somebody, or we might not. We might have somebody that says we will give the city half a million dollars for that property. That half a million dollars might look better than keeping the shuffleboard courts or donating the property to Forward Paths. The purpose of the advertisement was to simply inform the public that this was under consideration, so when the matter comes before the commission for deliberation on August 25th, they will have all the information to make the best determination according to what the collective wisdom of the commission is. **Commissioner Berry** questioned the tennis courts that used to be behind Big Lots. When they made that decision, did they have to go through all of this before deciding to remove the tennis courts? **CM Minner** responded that we did not advertise for the sale, disposal or demolition of those courts other than to consider all the things that we talked about in order to bring forth the concept of the Susan Street project. With the Susan Street concept, we contemplated rectangle sports at that facility, and we talked about demolition of other facilities that would be there. However, in reference to an advertisement to dispose of property, we never advertised that it would be demolished. **Commissioner Berry** thanked him for the explanation because at one point she knew they were there, and then they were gone. **CM Minner** explained that the scenario there was different because we demolished the tennis courts at Susan Street. That was a different concept than the legal requirement for disposal of land. We were talking about a facility versus the question of disposing of property. **CA Watson** agreed. It is the disposal of property that has triggered this under the CRA's statute. **CM Minner** added one more thing about putting the cart before the horse, because recently we donated a couple of parcels to the CDC. Those advertisements went out ahead of when the commission approved to donate the two parcels. He could not remember which properties they were, and granted they were not 1.7-acre lots. However, the process of the advertisement was with the intent of donating parcels that were owned by the community redevelopment agency and that went out prior to the commission voting on the warranty deed to the Leesburg CDC. This is the exact same process, so on August 25th they may or may not choose to donate the property and, if you do not, they have covered the basis and all we have done is set ourselves up in a position to either keep the property and move forward as is or donate it with the notation that this property is located within the Greater Leesburg CRA, and it has been advertised. **Commissioner Connell** stated that he understands the legalities of why it had to be advertised. His point was that it should have been discussed and voted by the commission to say that it was their intent to dispose of the property before the advertisement went out. He did not know if it was their intent to dispose of the property. He understands that they will decide on August 25th, but that decision should have been made prior to the advertisement going out. However, the point is that it should have been discussed and voted on before saying it was the intent of the commission to dispose of this property.

Mayor Reisman gave a heads-up that, on August 8th, at the Lake Square Mall, the Chamber will be hosting the Back-to-School Teacher Appreciation event. It starts at 7am. There will be teachers there from ten different schools. It is pure chaos, but it is a lot of fun. They will be serving the teachers breakfast and providing them with gifts. He really appreciates what the chamber does. Lastly, he wanted to thank all the city staff for what they do. We are the city we are because of you and we appreciate you. It is a little disheartening when people come in and discredit or challenge our staff. The city staff here have years of experience, and we rely on that. He wanted to thank everyone for all their hard work and for everything they do day in and day out to keep this city running.

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 Burry and a second by Commissioner Berry, the meeting adjourned at 6:58 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: August 11, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS to enter into an agreement extending the terms of the original agreement for an additional three (3) years for services related to Public Works.

Analysis:

The purpose of this amendment is to extend the terms of the original contract for an additional three (3) years.

Procurement Analysis:

The CITY and SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS previously entered into an Agreement to provide park, neighborhood, wayfinding and other signage to the City. The CITY and Halff Associates Inc. now wish to execute Amendment No. 3 to the Original Agreement to modify the terms as set forth herein.

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AMENDMENT TO THE EXISTING CONTRACT WITH SIGN DESIGN OF
FLORIDA, INC. D/B/A/ MID-FLORIDA SIGNS & GRAPHICS; 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 SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS whose address is 3602 Parkway Boulevard, Leesburg, Florida 34748, for services related to public works.

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 11th day of August 2025.

Mayor

ATTEST:

City Clerk

**THIRD AMENDMENT
OF A FIXED UNIT PRICE AGREEMENT**

THIS AGREEMENT is made as of the ____ day of ____ 2025, 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 **SIGN DESIGN OF FLORIDA, INC. d/b/a/ MID-FLORIDA SIGNS & GRAPHICS** whose address is 3602 Parkway Boulevard, Leesburg, Florida 34748 (hereinafter referred to as the "CONTRACTOR").

THAT, on June 11, 2018, the CITY and CONTRACTOR entered into a unit price supply agreement whereby the CONTRACTOR agreed to provide park, neighborhood, wayfinding and other signage to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, on August 24, 2020 the CITY and CONTRACTOR executed Amendment One extending the term and adjusting pricing.

WHEREAS, the parties wish to extend the term of the Agreement, adjust pricing, and have entered into this Amendment Two for that purpose.

WITNESSETH:

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

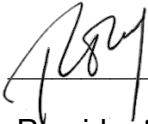
1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties wish to modify the existing Agreement and previous Amendments as follows:
 - a. **Term of Agreement.** The parties agree to extend the term of the agreement to September 30, 2028.
 - b. **Attachment 'A'.** The new unit prices are reflected on the revised Attachment 'A'.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.

4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

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

**“SIGN DESIGN OF FLORIDA, INC.
d/b/a/ MID-FLORIDA SIGNS &
GRAPHICS”**

By: _____
Its: President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'

SCHEDULE OF BID ITEMS

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	BID PRICE
1	NEIGHBORHOOD & PARK SIGN As specified with dimensions provided. Price includes minimal site work. Pricing based on sign dimensions provided in Section 2.	12	EA	\$ 5,073.75
1A	NEIGHBORHOOD & PARK SIGN Sign faces of varying sizes. Some Park signs may need a 'landscape' oriented sign. Sign face dimension may vary but assume column dimensions will remain the same.	1	Square Inch	\$ 0.038
2	Sign Type A- Furnish and Install Complete	1	EA	\$ 6,202.50
2A	Sign Type A - Face and Mounting only no pole or installation	1	EA	\$ 2,201.25
3	Sign Type B Furnish and Install Complete	1	EA	\$ 5,575.00
3A	Sign Type B- Face and Mounting only no pole or installation	1	EA	\$ 1,930.00
4	Sign Type C Furnish and Install Complete	1	EA	\$ 3,505.00
4A	Sign Type C - Face and Mounting only no pole or installation	1	EA	\$ 1,277.50
S	Sign Type D Furnish and Install Complete	1	EA	\$ 2,641.25
SA	Sign Type D- Face and Mounting only no pole or installation	1	EA	\$ 1,091.25

This contract may be used by the City for all signs and sign types required by the City. This contract is not restricted to those signs listed above.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: August 11, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with BULLDOG SITEWORK, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the amendment authorizing BULLDOG SITEWORK, LLC to enter into an agreement extending the terms of the original agreement for an additional three (3) years, providing concrete sidewalk, curb and gutter flatwork services.

Analysis:

The purpose of this amendment is to extend the terms of the original contract for an additional three (3) years.

Procurement Analysis:

The CITY and BULLDOG SITEWORK, LLC previously entered into an Agreement to provide concrete sidewalk, curb and gutter flatwork services to the CITY. The CITY and BULLDOG SITEWORK, LLC now wish to execute Amendment No.1 to the Original Agreement to modify the terms as set forth herein.

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING
THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE
EXISTING CONTRACT WITH BULLDOG SITEWORK, LLC; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with BULLDOG SITEWORK, LLC, whose address is 609 Highway 466 Lady Lake, Florida 32159, for services related to public works utilities.

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 11th day of August 2025.

Mayor

ATTEST:

City Clerk

**AMENDMENT ONE
TO SERVICE CONTRACT AGREEMENT
ON A TIME & MATERIAL BASIS**

THIS AGREEMENT is made as of the ____ day of _____ 2025, 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 **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466 Lady Lake, Florida 32159 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

THAT, on January 9th, 2023, the CITY and CONTRACTOR entered into a Time & Materials Agreement whereby the CONTRACTOR agreed to provide Concrete Sidewalk, Curb & Gutter Flatwork Services to the CITY (hereinafter referred to as the “Agreement”).

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

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

1. RECITALS

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

2. AMENDMENT

- a. **Renewal Term.** The parties agree to extend the term of the agreement an additional three (3) years through September 30th, 2028.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** 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 hereto have executed this Amendment to the Agreement for professional services.

“BULLDOG SITEWORK, LLC”

By: NAIARA PETRALANDA

Its: PRESIDENT
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, 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.C.1.

Meeting Date: August 11, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Phase 1H; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and Whispering Hills, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Bellaviva at Whispering Hills, LLC., for the development known as Whispering Hill – Phase 1H, located east of US Highway 27 and north of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 224 units. A budget adjustment will be made in the amount of \$555,048.71.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$555,048.71 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
BELLAVIVA AT WHISPERING HILLS, LLC, REGARDING NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS WHISPERING HILLS-
PHASE 1H; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding providing natural gas service to the development known as Whispering Hills-Phase 1H.

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 11th day of August 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Bellaviva at Whispering Hills, LLC 4407 Vineland Rd. Suite 101, Orlando, Florida 32811 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 30-20-25-0001-000-01100, 29-20-25-0002-000-00500, 29-20-25-0003-000-03000

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Whispering Hills Phase 1H” (the “Development”); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (224) units within the Development are equipped with:

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

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

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Five Hundred Fifty Five Thousand and Forty Eight dollars and Seventy One cents (\$555,048.71). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

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

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

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

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

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

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

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

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

CITY OF LEESBURG

BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: JEAN MARSAU
Title: MANAGER

Schedule "A"

LEGAL DESCRIPTION:

PARCEL H

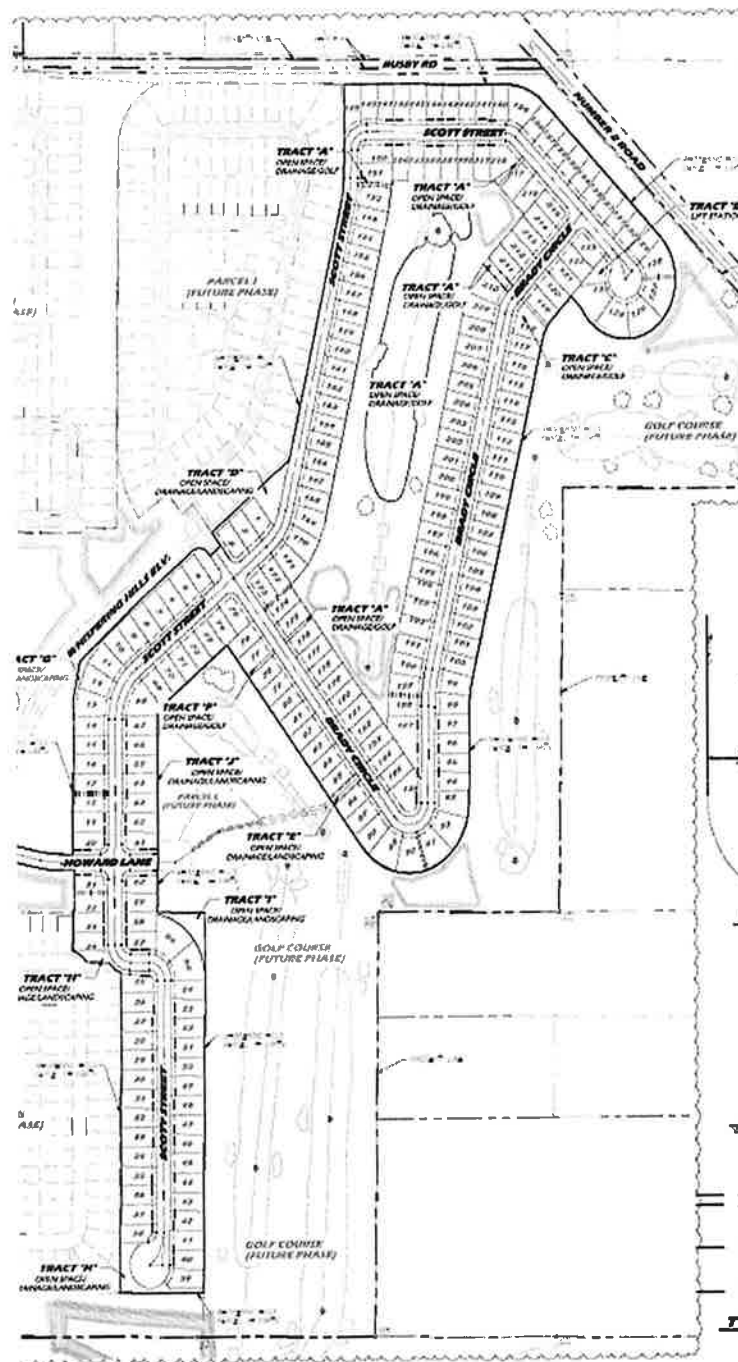
A parcel of land lying and being in Sections 29 and 30, Township 20 South, Range 25 East, All of Lake County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 30; thence N89°22'10"W, along said South boundary of the Southeast 1/4 of said Section 30, a distance of 280.80 feet; thence departing said South line, N00°43'18"E, a distance of 137.24 feet to the Point of Beginning; thence N00°43'18"E, a distance of 995.96 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 34°07'12"; thence run Northwesterly along the arc of said curve, a distance of 55.98 feet (Chord Bearing = N52°58'57"W, Chord = 55.15 feet); thence N89°16'42"W, a distance of 84.00 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 94.00 feet and a Central Angle of 38°39'03"; thence run Northwesterly along the arc of said curve, a distance of 63.41 feet (Chord Bearing = N54°04'52"W, Chord = 62.22 feet); thence N00°43'18"E, a distance of 121.27 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 10.00 feet and a Central Angle of 59°46'26"; thence run Northeasterly along the arc of said curve, a distance of 10.43 feet (Chord Bearing = N30°26'30"E, Chord = 9.97 feet); thence N00°33'16"E, a distance of 120.30 feet; thence N89°26'44"W, a distance of 44.55 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 425.00 feet and a Central Angle of 11°18'28"; thence run Westerly along the Arc of said curve, a distance of 83.88 feet (Chord Bearing = N83°47'30"W, Chord = 83.74 feet); thence N78°08'16"W, a distance of 99.11 feet; thence N11°51'44"E, a distance of 50.00 feet; thence S78°08'16"E, a distance of 99.11 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 375.00 feet and a Central Angle of 11°18'28"; thence run Easterly along the Arc of said curve, a distance of 74.01 feet (Chord Bearing = S83°47'30"E, Chord = 73.89 feet); thence S89°26'44"E, a distance of 39.09 feet; thence N00°36'31"E, a distance of 484.84 feet; thence N11°52'05"E, a distance of 117.79 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 960.00 feet and a Central Angle of 04°46'45"; thence run Northeasterly along the arc of said curve, a distance of 80.08 feet (Chord Bearing = N49°32'15"E, Chord = 80.05 feet); thence N49°22'56"E, a distance of 225.22 feet; thence N51°55'37"E, a distance of 230.51 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 42.00 feet and a Central Angle of 90°00'00"; thence run Easterly along the Arc of said curve, a distance of 65.97 feet (Chord Bearing = S83°04'23"E, Chord = 59.40 feet); thence S38°04'23"E, a distance of 11.00 feet; thence N51°55'37"E, a distance of 50.00 feet; thence N38°04'23"W, a distance of 53.00 feet; thence N51°55'39"E, a distance of 365.50 feet; thence N13°53'15"E, a distance of 831.99 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 305.00 feet and a Central Angle of 13°05'24"; thence run Northerly along the Arc of said curve, a distance of 69.68 feet (Chord Bearing = N07°20'33"E, Chord = 69.53 feet); thence N00°47'51"E, a distance of 292.80 feet; thence S89°12'09"E, a distance of 600.00 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 202.39 feet and a Central Angle of 40°21'04"; thence run Southeasterly along the arc of said curve, a distance of 142.53 feet (Chord Bearing = S65°40'47"E, Chord = 139.60 feet); thence S45°22'24"E, a distance of 600.91 feet

to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 185.00 feet and a Central Angle of 196°59'36"; thence run Southwesterly along the arc of said curve, a distance of 636.07 feet (Chord Bearing = S53°55'47"W, Chord = 365.94 feet); thence N45°22'24"W, a distance of 50.10 feet; thence S44°37'36"W, a distance of 118.87 feet; thence S27°47'44"W, a distance of 40.34 feet; thence S13°53'15"W, a distance of 1,080.00 feet; thence S12°58'31"W, a distance of 55.00 feet; thence S05°48'38"W, a distance of 50.00 feet; thence S00°33'16"W, a distance of 305.21 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 220.00 feet and a Central Angle of 141°22'21"; thence run Westerly along the Arc of said curve, a distance of 542.83 feet (Chord Bearing = S71°14'27"W, Chord = 415.24 feet); thence N38°04'23"W, a distance of 803.16 feet; thence S51°55'37"W, a distance of 304.46 feet; thence S31°04'42"W, a distance of 27.64 feet; thence S00°33'16"W, a distance of 617.89 feet; thence S89°22'08"E, a distance of 174.40 feet; thence S00°43'15"W, a distance of 1,185.15 feet; thence N89°16'42"W, a distance of 305.00 feet to the Point of Beginning.

Containing 2,888,635 square feet or 66.31 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: August 11, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Phase 1J; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution to execute a gas service agreement between the City of Leesburg and Whispering Hills, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Bellaviva at Whispering Hills, LLC., for the development known as Whispering Hill – Phase 1J, located east of US Highway 27 and north of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 127 units. A budget adjustment will be made in the amount \$348,200.32.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Developer will place construction funds totaling \$348,200.32 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND
BELLAVIVA AT WHISPERING HILLS, LLC, REGARDING NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS WHISPERING HILLS-
PHASE 1J; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding providing natural gas service to the development known as Whispering Hills-Phase 1J.

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 11th day of August 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Bellaviva at Whispering Hills, LLC 4407 Vineland Rd. Suite 101, Orlando, Florida 32811 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

See Schedule “A” attached hereto

Parcel Identification Number(s): 30-20-25-0001-000-01100, 29-20-25-0002-000-00500, 29-20-25-0003-000-03000

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Whispering Hills Phase 1J” (the “Development”); and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Property. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the

Development is attached hereto as Exhibit "B" and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned (127) units within the Development are equipped with:

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

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

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Property and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Three Hundred Forty Eight Thousand Two Hundred dollars and Thirty Two cents (\$348,200.32). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development and Property.

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

6. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance

utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

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

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

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

10. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates

and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

11. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

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

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

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

promise, undertaking, representation or agreement of the other party, except as specifically set forth within the four corners of this instrument.

15. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

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

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

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

CITY OF LEESBURG

BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: JEAN MARSAN
Title: MANAGER

Schedule "A"

LEGAL DESCRIPTION:

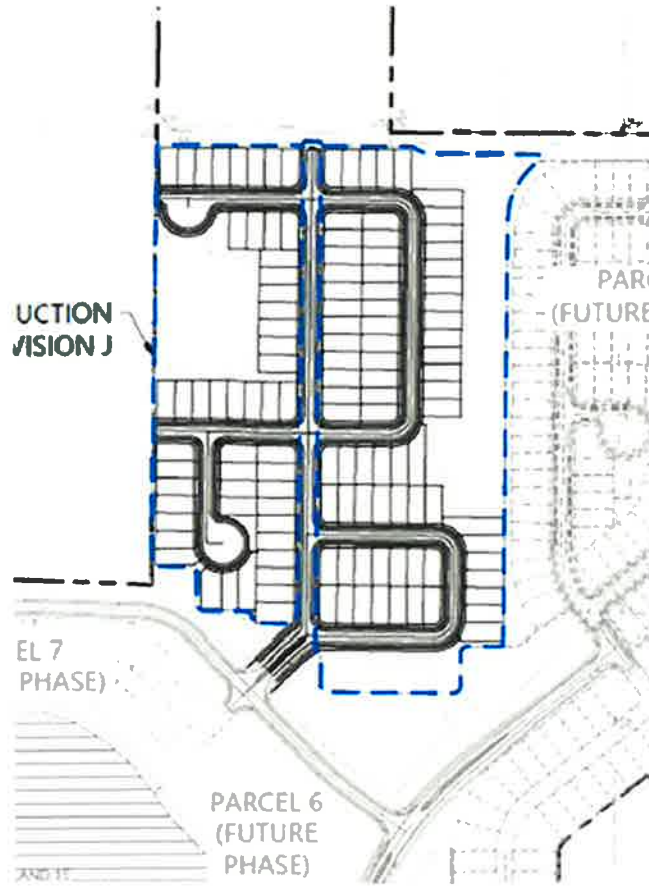
PARCEL J

A parcel of land being a portion of Section 30, Township 20 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northeast Corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 20 South, Range 25 East, Lake County, Florida; thence S00°57'06"W, along the East line of said Section 30, a distance of 74.81 feet; thence departing said East line, run N89°12'09"W, a distance of 167.53 feet to the Point of Beginning; thence N86°47'00"W, a distance of 397.95 feet; thence N62°38'15"W, a distance of 44.72 feet; thence N89°12'09"W, a distance of 260.00 feet; thence N00°47'51"E, a distance of 11.93 feet; thence N89°04'30"W, a distance of 50.00 feet; thence S00°47'51"W, a distance of 12.04 feet; thence N89°12'09"W, a distance of 420.00 feet; thence S00°47'51"W, a distance of 1,209.20 feet; thence S89°07'13"E, a distance of 110.00 feet to a point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 89°12'09"; thence run Southeasterly along the arc of said curve, a distance of 31.14 feet (Chord Bearing = S44°36'05"E, Chord = 28.09 feet); thence S00°47'46"W, a distance of 85.85 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 20.00 feet and a Central Angle of 82°44'48"; thence run Southeasterly along the arc of said curve, a distance of 28.88 feet (Chord Bearing = S40°34'33"E, Chord = 26.44 feet); thence S89°07'40"E, a distance of 122.53 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 20.00 feet and a Central Angle of 99°43'24"; thence run Southeasterly along the arc of said curve, a distance of 34.81 feet (Chord Bearing = S39°20'27"E, Chord = 30.58 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 10.00 feet and a Central Angle of 99°43'24"; thence Southeasterly along the arc, a distance of 17.41 feet, (Chord Bearing = S39°20'27"E, Chord = 15.29 feet); thence S89°12'09"E, a distance of 170.43 feet; thence S00°47'51"W, a distance of 78.77 feet; thence N53°47'51"E, a distance of 11.56 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 9.00 feet and a Central Angle of 37°00'00"; thence run Easterly along the Arc of said curve, a distance of 5.81 feet (Chord Bearing = N72°17'51"E, Chord = 5.71 feet); thence S89°12'09"E, a distance of 404.01 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 20.00 feet and a Central Angle of 71°58'17"; thence run Northeasterly along the arc of said curve, a distance of 25.12 feet (Chord Bearing = N54°48'42"E, Chord = 23.50 feet); thence S89°11'56"E, a distance of 112.32 feet; thence N00°47'51"E, a distance of 1,188.89 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 210.00 feet and a Central Angle of 72°42'43"; thence run Northeasterly along the Arc of said curve, a distance of 266.50 feet (Chord Bearing = N37°09'12"E, Chord = 248.98 feet) to the Point of Beginning.

Containing 1,409,973 square feet or 32.37 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: August 11, 2025

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

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, City Homes Leesburg, LLC, and the City of Leesburg, Florida to allow for payment of Lake County School Impact Fees; and providing an effective date. (Silver Lake Estates Phase 2)

Staff Recommendation:

Staff recommends approval of the attached Proportionate Share Mitigation Agreement.

Analysis:

A proportionate share mitigation agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. This proportionate share mitigation agreement requires a payment of \$643,755.00, payable to the Lake County School Board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on all successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:

N/A

Options:

1. Approve the attached Proportionate Share Mitigation Agreement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact to the City of Leesburg is anticipated as a result of this agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A PROPORTIONATE SHARE MITIGATION AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, CITY HOMES LEESBURG, LLC, AND THE CITY OF LEESBURG, FLORIDA TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; AND PROVIDING AN EFFECTIVE DATE. (SILVER LAKE ESTATES PHASE 2)

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 Proportionate Share Mitigation Agreement, under Lake County School Concurrence Case Number 2025-02, for the Project known as Silver Lake Estates Phase 2, as attached hereto, between the Lake County School Board, whose address is 201 West Burliegh Avenue, Tavares, Florida 32778, and City Homes Leesburg, LLC, a Florida Limited Liability Company, whose address is 7835 Osceola Polk Line Road, Davenport, Florida 33896, and the City of Leesburg, whose address is 501 West Meadow Street, Leesburg, Florida 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of August 2025.

Mayor

ATTEST:

City Clerk

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Silver Lake Estates Phase 2 School Concurrency Case# 2025-02

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), City Homes Leesburg LLC., a Florida Limited Liability Company, whose address is 7835 Osceola Polk Line Road, Davenport, FL 33896 (**Applicant/Property Owner**), and City of Leesburg, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (“**Local Government**”). School Board, Applicant/Property Owner, and Local Government may also be referred to herein each as a “**Party**”.

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

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

WHEREAS, Applicant is the property owner of those certain tract(s) of land located in Leesburg, Florida, commonly identified by Alternate Key(s) 1494214 and more particularly described on **Exhibit “A”** attached hereto, and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant has requested Local Government approval to allow development of one hundred and fifty-three (153) total single-family dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

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

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board’s capacity review is fifteen (15) high school students (the “**Capacity Deficit**”).

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

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the actual development of the Project.

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

1. **Recitals.** the above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the “**Effective Date**”) and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the “**Expiration Date**”). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Applicant by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Applicant’s good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Applicant, School Board, and Local Government and recorded, at Applicant’s sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Applicant shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** Applicant’s proportionate share mitigation payment is Six Hundred Forty-Three Thousand and Seven Hundred Fifty-Five and 00/100 Dollars (\$643,755 USD) (the “**Mitigation Payment**”). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $15 \times \$42,917.00 = \$643,755.00$).
 - b. **Due Date.** The Mitigation Payment shall be made prior to recording of a plat for each phase approved by Local Government for the Project (the “**Due Date**”). This provision shall survive the expiration of this Agreement.

In the event that a final plat approved by LOCAL GOVERNMENT results in less than 153 residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by LOCAL GOVERNMENT.
 - c. **Delivery Instructions.** Applicant shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit “D”**, to School Board’s Growth Planning Department at 220 North Central Avenue, Umatilla, FL 32784.
5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Applicant shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Applicant shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to School Board. School Board will notify all applicable local governments once the Mitigation Payment is received by School Board.

6. **Termination.** This Agreement shall be terminable at the School Board's option if (a) Local Government does not issue final development approval for all phases of the Project within one hundred eighty (180) days of the Effective Date of this Agreement, or (b) Applicant fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. Provided, however, with respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Applicant with the reasonably opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Applicant.

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

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

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Applicant, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Applicant may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Applicant, accepted by Applicant's assignee, and thereafter recorded, at Applicant's sole expense, in the public records of Lake County, Florida.

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

If to School Board:	School Board of Lake County Attn: Superintendent of Schools 201 West Burleigh Blvd. Tavares, FL 32778 Email contact – croneyh@lake.k12.fl.us
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If to Local Government:	City of Leesburg Attn: City Manager 501 W. Meadow Street Leesburg, FL 34748
-------------------------	--

If to Applicant:

City Homes Leesburg, LLC
Attn: James Bagley
7835 Osceola Polk Line Rd
Davenport, FL 33896

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

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.
12. **Recording of this Agreement.** Applicant shall submit this Agreement to the Lake County Clerk of Court for recording, at Applicant's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Applicant, School Board, and Local Government. Failure to timely submit this Agreement for recording shall render it null and void.
13. **Recording Notice of Satisfaction.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.
14. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Applicant, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.
15. **Construction.** This Agreement shall be construed as if Applicant, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.
16. **Modification; Waiver.** This Agreement may not be modified or amended nor shall any provision of this Agreement be waived except in writing signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Applicant, School Board, and Local Government or their respective agents acting under express written authority to do so.
17. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

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

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

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

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

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

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

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

The School Board of Lake County, Florida

By: Tyler Brandenburg
Tyler Brandenburg, Board Chair

Date: 7-14-2025

Approved as to form:

[Signature]
School Board Attorney

Attest:

[Signature]
Diane S. Kornegay, Superintendent
Chad Farnsworth, Deputy Superintendent

City of Leesburg, Florida

By: _____
Alan Reisman, Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

City Clerk

"Applicant"

Signed, sealed and delivered in the presence of: Print Name: <u>T. Roy Hider</u> Print Name: <u>JUDITH ASHCY</u> <u>Jew Ashcy</u>	
City Homes Leesburg, LLC a Florida limited liability company By: <u>JAMES BAGLEY</u> This <u>23</u> day of <u>JUNE</u>, 2025.	

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of JUNE, 2025, by JAMES BAGLEY of **City Homes Leesburg LLC**, a Florida limited liability company, on behalf of such company. Said person (check one) [☒] is personally known to me or [☐] produced as identification.

T. Roy Hider
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____



TIFFENY HIDER
Commission # HH 643455
Expires June 21, 2029

Exhibit A – Legal Description

Silver lake estates pb 10 pg 66 beg at ne cor of lot 4 blk 25, run s to pt 30 ft n of e 1/4 cor of sec 15, w 654.04 ft, n 26-12-0 w 153.32 ft, w 309.36 ft, n 01-54-03 e 183.76 ft, n 03-41-20 w 321.5 ft, n 22-20-50 w 23.5 ft, n 55-30-40 w to the se'ly line of lot 24 blk 24, thence run ne'ly along said se'ly line to the se'ly cor of said lot 24 blk 24, run thence nw'ly along the e'ly line of blk 24 to pt 110.5 ft w of e line of lot 3 blk 24, n 474.1 ft, n 89-55-0 e 200 ft, s 30 ft, e 470 ft, n 68-11-50 e 81.07 ft, n 26-13-10 e 51.76 ft, n 574 ft, s 89-48-0 w 632.28 ft, n 590.76 ft, n 21-0-06 e 581.55 ft, e 87.37 ft, n 25 ft, e 100 ft, s 25 ft, e 803.59 ft, s 45-07-55 e to pt n of pob, s to pob, being in sec 10-19-25 & 15-19-25 pb 10 pgs 66-69, Greenview sub beg at s'ly cor of lot 12, run nw'ly along nw'ly line of lot 12 a dist of 14.05 ft, n 76-47-34 e 84.95 ft to se'ly line of lot 12, s 26-13-10 w 1.9 ft, sw'ly along lot line 81.07 ft to pob pb 23 pg 43, being in sec 15-19-25, beg at sw cor of sw 1/4 of sw 1/4 of sec 11-19-25, run e 298.26 ft, n 709.92 ft, n 45-07-55 w to a point n of pob, s to pob, n 162.64 ft of w 297.91 ft of nw 1/4 of nw 1/4 of sec 14-19-25--less from the southwest corner of lot 8 of Country Club view subdivision first addition pb 14 pg 37 in section 14 township 19 south range 25 east run along the westward projection of the south line of said lot 8 north 89-49-00 west 218 feet, north 00-26-00 east 100 feet, south 89-49-00 east 218 feet to said west line of lot 8, south 00-26-00 west 100 feet to the point of beginning & less from the northeast corner of lot 4 country club view subdivision first addition pb 14 pg 37 in section 14 township 19 south range 25 east run north 89-49-00 west 200 feet to the northwest corner of said lot 4 for the point of beginning, continue north 89-49-00 west along westward projection of the north line of said lot 4 a distance of 218 feet, south 00-26-00 west parallel to the west line of said lot 4 a distance of 100 feet to the westward projection of the south line of said lot 4, thence south 89-49-00 east 218 feet to the southwest corner of said lot 4, north 00-26-00 east 100 feet to the point of beginning & less begin at southeast corner of lot 30 Golfview pb 16 pg 49, run south 89-56-40 west 100 feet to southwest corner of lot 30, south 00-03-47 east 217.80 feet, north 89-56-40 east 100 feet, south 00-03-47 east 25 feet, north 89-56-40 east 200 feet, north 00-03-47 west 217.80 feet to southeast corner of lot 28, south 89-56-40 west 200 feet to southwest corner of lot 29 of said Golfview, thence run north 00-03-47

west 25 feet to the point of beginning & less begin at southwest corner of lot 12 Golfview pb 16 pg 49 in section 11 township 19 south range 25 east, run south 89-48-40 west 248.91 feet, north 00-10-10 west 175 feet, north 89-48-40 east 248.91 feet to a point on west line of lot 13 of said Golfview subdivision, south 00-10-10 east along west line 175 feet to the point of beginning & from the northeast corner of section 15 township 19 south range 25 east run south 00-41-38 east 1391.59 feet for point of beginning thence continue south 00-41-38 west 428.16 feet north 89-35-08 west 217.65 feet south 00-43-55 west 100.12 feet south 89-36-57 east 217.72 feet south 00-41-38 west 300 feet north 89-33-13 west 217.59 feet south 00-41-48 west 100 feet south 89-33-12 east 217.59 feet south 00-41-38 west 314.91 feet to a point on the north right of way line of Morningside dr north 89-09-11 west 654.11 feet north 25-22-21 west 153.49 feet run north 89-36-08 west 309.48 feet to a point on the east line of subdivision east of silver lake estates pb 12 pg 1 north 02-45-36 east 183.73 feet to the northeast corner of said subdivision east of silver lake estates north 02-55-26 west 321.73 feet north 21-33-42 west 23.50 feet run north 54-45-46 west 410.07 feet north 72-23-01 east 222.33 feet to a point on the east line of blk 24 of said silver lake estates thence along said east line run north 22-17-55 west 175.60 feet thence departing said east line run north 67-42-05 east 201.99 feet thence run north 22-17-55 west 43.10 feet north 90-00-00 east 788.26 feet south 00-43-55 west 13.53 feet south 89-17-46 east 291.60 feet to the point of beginning-- orb 6129 pg 2181.

Remainder of Page Left Blank Intentionally

Exhibit B – Location Map



Exhibit C – Phasing Plan/Subdivision Plan

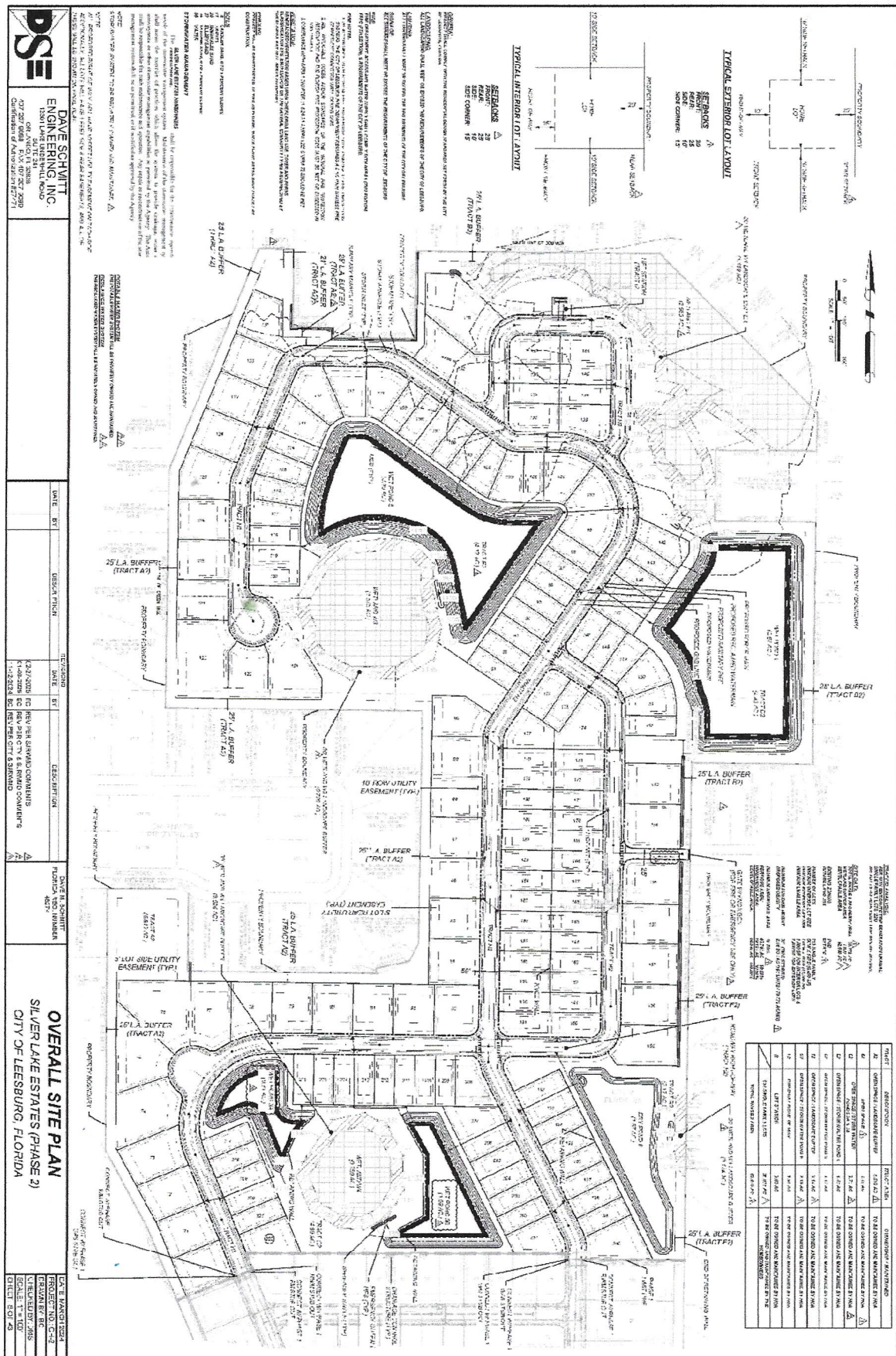


Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2025-02
Project Title:	Silver Lake Estates Phase 2
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	01-19-25-0500-025-00300 / 1494214
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Final Plat or Final Site Plan
Section 2	Applicant Information (to be completed by Applicant)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Silver Lake Estates Phase 2
Total Units:	153
Unit Type: SF, MF, MH	Single-family units
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department – Attn: Heather Croney 220 North Central Avenue Umatilla, FL 32784 For more information contact Helen LaValley, Growth Planning Department at 352-253-6696 or by email at croneyh@lake.k12.fl.us

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: August 11, 2025

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Fire Department to apply for and accept, and purchase, if awarded, a grant from the Leary Firefighter Foundation for the purchase of four (4) sets of firefighter rescue equipment; and providing an effective date.

Staff Recommendation:

Staff recommends applying and, if awarded, acceptance of the Leary Firefighter Foundation grant and authorizing purchase of four (4) sets of firefighter rescue equipment for a total cost not to exceed \$16,103.16. This is a 100% grant from the Leary Firefighter Foundation; the City's portion is \$0.

Analysis:

The purpose of this grant project is to purchase four (4) sets of firefighter rescue equipment.

Procurement Analysis:

None

Options:

1. Approve the application and acceptance of the Leary Firefighter Foundation grant and authorize purchase of four (4) sets of firefighter rescue equipment for firefighting; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This is a 100% grant funded by the Leary Firefighter Foundation. If the grant is awarded, a budget adjustment will be processed to add these funds to the current budget.

Account No. 001-0000-337-2200

Project No. FDLEAR

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE LEESBURG FIRE DEPARTMENT TO APPLY FOR AND ACCEPT, AND PURCHASE, IF AWARDED, A GRANT FROM THE LEARY FIREFIGHTER FOUNDATION FOR THE PURCHASE OF FOUR (4) SETS OF FIREFIGHTER RESCUE EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Leary Firefighter Foundation for a grant to purchase four (4) sets of firefighter rescue equipment for firefighting.

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 11th day of August 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: August 11, 2025

From: Paul Austin, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, adjusting Customer Rates for Electric, Natural Gas, Water, Irrigation Water, Wastewater, Reuse Water, and Solid Waste Collection for Utility Service obtained from the City, setting forth findings, providing a savings clause; and providing for an effective date of October 1, 2025.

Staff Recommendation:

As discussed during FY26 budget workshops the following rate increases were included in the proposed FY26 budget:

Electric Rates to remain unchanged for the start of FY26. Staff will monitor going forward for possible adjustments as necessary.

Natural Gas rates will be increased by CPI Rate of 3%.

Water, Waste Water, Irrigation Water, and Reuse Water will be increased by 10% for FY26.

Solid Waste collection rates will be increased by 5% for FY26.

Analysis:

Utility Rates to be increased in order to cover the increases in costs in order to provide service to our Utility Customers.

Procurement Analysis:

N/A

Options:

1. Adopt the utility rate increases as proposed.
2. Such alternative action that the Commission deems appropriate.

Fiscal Impact:

The respective rate increases will assist the City with the increasing costs to deliver utility services while still maintaining a competitive rate structure as compared to our peers.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ADJUSTING CUSTOMER RATES FOR ELECTRIC, NATURAL
GAS, WATER, IRRIGATION WATER, WASTEWATER, REUSE WATER, AND
SOLID WASTE COLLECTION FOR UTILITY SERVICE OBTAINED FROM
THE CITY, SETTING FORTH FINDINGS, PROVIDING A SAVINGS CLAUSE;
AND PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2025.**

WHEREAS, the City of Leesburg provides electric, natural gas, water, irrigation water, wastewater, reuse water, and solid waste utility services to customers within its service area, and sets rates and charges for those services; and

WHEREAS, under 22-166 of the Code of Ordinances, utility rates are to be established by the City Manager, and

WHEREAS, the City Commission finds that the City has the financial need to increase certain utility rates for its customers, and that increasing the rates is the financially responsible action for the utility expansions in progress and planned and the increased operations costs necessary,

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

SECTION I.

The following rates for utility service, referenced in Attachment A, obtained from the City of Leesburg shall be adjusted on the effective date of this Resolution.

SECTION II.

If any portion of this Resolution is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

This Resolution, and the rates established by it, shall become effective at 12:01 a.m. on October 1, 2025.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 11th day of August 2025.

Mayor

ATTEST:

City Clerk

CITY OF LEESBURG
RATE CHANGES
EFFECTIVE OCTOBER 1, 2025

GDP Implicit Price Deflator Index = 3.00%

Increase FP rates 25%
above new rate
except EL & GA

ELECTRIC (no change to FY2025 rates) EFFECTIVE OCTOBER 1, 2025		Existing Leesburg		Existing Fruitland Park		New Leesburg		New Fruitland Park	
		Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales
RS (First 1,000 kWh)		15.00	0.092940 /kwh	15.00	0.092940 /kwh	15.00	0.092940 /kwh	15.00	0.092940 /kwh
RS (Over 1,000 kWh)		15.00	0.115492 /kwh	15.00	0.115492 /kwh	15.00	0.115492 /kwh	15.00	0.115492 /kwh
COMM ND		15.00	0.101981 /kwh	15.00	0.101981 /kwh	15.00	0.101981 /kwh	15.00	0.101981 /kwh
MUN ND		15.00	0.101981 /kwh	15.00	0.101981 /kwh	15.00	0.101981 /kwh	15.00	0.101981 /kwh
COMM D		32.00	0.048161 /kwh	32.00	0.048161 /kwh	32.00	0.048161 /kwh	32.00	0.048161 /kwh
COMM GSD-2		56.00	0.043948 /kwh	56.00	0.043948 /kwh	56.00	0.043948 /kwh	56.00	0.043948 /kwh
COMM GSD-3		113.00	0.038224 /kwh	113.00	0.038224 /kwh	113.00	0.038224 /kwh	113.00	0.038224 /kwh
MUN		32.00	0.048161 /kwh	32.00	0.048161 /kwh	32.00	0.048161 /kwh	32.00	0.048161 /kwh
BPCA @ 10/1/2024			0.020000 /kwh		##### /kwh		0.020000 /kwh		0.020000 /kwh
Gross Receipts Tax		2.564%	0.02564	2.564%	0.02564	2.564%	0.02564	2.564%	0.02564
Franchise Fee Fruitland Park				8%	0.08			8%	0.08
Utility Tax (City Tax)		10%	0.10	10%	0.10	10%	0.10	10%	0.10
Local Options Tax		1%	0.01	1%	0.01	1%	0.01	1%	0.01
State Tax		7%	0.07	7%	0.07	7%	0.07	7%	0.07
GAS (3.00% Increase) EFFECTIVE OCTOBER 1, 2025		Existing Leesburg		Existing Fruitland Park/Tavares		New Leesburg		New Fruitland Park/Tavares	
		Cust Chg	Variable	Cust Chg	Base Sales	Cust Chg	Variable	Cust Chg	Base Sales
RS		19.39		19.39		19.97		19.97	
RS/CM HEAT ONLY		24.04		24.04		24.76		24.76	
COMM		24.04		24.04		24.76		24.76	
Franchise Fee Fruitland Park				8%	0.08			8%	0.08
Franchise Fee Tavares				5%	0.05			5%	0.05
Public Service Tax (City Tax-FP,TV)		10%	0.10	10%	0.10	10%	0.10	10%	0.10
Local Options Tax		1%	0.01	1%	0.01	1%	0.01	1%	0.01
State Tax		6%	0.06	6%	0.06	6%	0.06	6%	0.06
Delivery Charge - CON1 (taxable)			0.667829		0.667829		0.687864		0.687864
Fuel Adjustment-CON2 (non-taxable)		To Be Determined		To Be Determined		To Be Determined		To Be Determined	
ECA-CON3		-		-		-		-	
WATER - 100 Cubic Feet (+10%) EFFECTIVE OCTOBER 1, 2025		Existing Inside		Existing Outside		New Inside		New Outside	
		Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales
RS		11.34		14.18		12.48		15.60	
BAS1 (0-6)	per 100 cu ft		0.938468		1.173085		1.032315		1.290394
BAS2 (7-12)			1.183913		1.479891		1.302304		1.627880
BAS3 (13-21)			1.645927		2.057408		1.810519		2.263149
BAS4 (22-45)			2.237883		2.797353		2.461671		3.077089
BASE5 (over 45)			4.100379		5.125474		4.510417		5.638022
BAS4 (22-45) Wht Mrsh & Ryl Hilnds					3.968919		-		4.087987
BASE5 (over 45) Wht Mrsh & Ryl Hilnds					9.732037		-		10.023998
COMM (All usage)		11.34	1.588176	14.18	1.985220	12.48	1.746994	15.60	2.183742
Public Service Tax		10%	0.10	10%	0.10	10%	0.10	10%	0.10
Irrigation Water - 100 Cubic Feet (+10%) EFFECTIVE OCTOBER 1, 2025		Existing Inside		Existing Outside		New Inside		New Outside	
		Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales
RS		6.22		7.78		6.84		8.55	
BAS1 (0-9)	per 100 cu ft		1.645927		2.057408		1.810519		2.263149
BAS2 (10-33)			2.237883		2.797353		2.461671		3.077089
BAS3 (over 33)			4.100379		5.125474		4.510417		5.638022
BAS2 (10-33) Wht Mrsh & Ryl Hilnds					3.968920		-		4.087987
BAS3 (over 33) Wht Mrsh & Ryl Hilnds					9.732037		-		10.023998
COMM		6.22		7.78		6.84		8.55	
BAS1 (0-33)			1.645927		2.057408		1.810519		2.263149
BAS2 (over 33)			2.237883		2.797353		2.461671		3.077089
Public Service Tax		10%	0.10	10%	0.10	10%	0.10	10%	0.10
Sprinklers									
			Inside		Outside		Inside		Outside
\$_____per inch of diameter of Service		Cust Chg		Cust Chg		Cust Chg		Cust Chg	
		3.27		4.08		3.59		4.49	
Public Service Tax		10%	0.10	10%	0.10	10%	0.10	10%	0.10

CITY OF LEESBURG
RATE CHANGES
EFFECTIVE OCTOBER 1, 2025

Increase FP rates 25%
above new rate
except EL & GA

GDP Implicit Price Deflator Index = 3.00%

WATER - 1000 Gallons (+10%)

EFFECTIVE OCTOBER 1, 2025

Potable Water	Inside			Outside			Inside			Outside		
	Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales	
RS	11.34			14.18		per 1000 gal	12.47			15.59		
BAS1 (0-4)		1.270540	per 1000 gal		1.588175			1.397594	per 1000 gal		1.746992	per 1000 gal
BAS2 (5-8)		1.573738			1.967172			1.731112			2.163890	
BAS3 (9-15)		2.209008			2.761260			2.429909			3.037386	
BAS4 (16-33)		2.988658			3.735822			3.287524			4.109404	
BAS5 (over 33)		5.486423			6.858029			6.035066			7.543832	
BAS4 (16-33) Wht Mrsh & Ryl Hilnds					5.298712			-			5.457674	
BAS5 (over 33) Wht Mrsh & Ryl Hilnds					13.021741			-			13.412394	
COMM (All usage)	11.34	2.122380		14.18	2.652975		12.47	2.334618		15.59	2.918272	
Public Service Tax	10%	0.10		10%	0.10		10%	0.10		10%	0.10	

Irrigation Water - 1000 Gallons (+10%)

EFFECTIVE OCTOBER 1, 2025

RS	Inside			Outside			Inside			Outside		
	Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales	
BAS1 (0-7)	6.22	2.209008	per 1000 gal	7.78	2.761260	per 1000 gal	6.84	2.429909	per 1000 gal	8.55	3.037386	per 1000 gal
BAS2 (8-25)		2.988658			3.735822			3.287524			4.109404	
BAS3 (over 25)		5.486423			6.858029			6.035066			7.543832	
BAS2 (8-25) Wht Mrsh & Ryl Hilnds		-			5.298712			-			5.457674	
BAS3 (over 25) Wht Mrsh & Ryl Hilnds		-			13.021741			-			13.412394	
COMM	6.22	-		7.78	-		6.84	-		8.55	-	
BAS1 (0-25)		2.209008			2.761260			2.429909			3.037386	
BAS2 (over 25)		2.988658			3.735822			3.287524			4.109404	

Sprinklers	Inside			Outside			Inside			Outside		
	Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales	
\$ per inch of diameter of Service	3.27			4.08			3.59			4.49		
Public Service Tax	10%	0.10		10%	0.10		10%	0.10		10%	0.10	

WASTEWATER-100 Cubic Feet (+10%)

EFFECTIVE OCTOBER 1, 2025

RS**	Existing Inside			Existing Outside			New Inside			New Outside		
	Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales	
COMM I	28.26	1.464248	per 100 cu ft	35.32	1.830310	per 100 cu ft	31.08	1.610673	per 100 cu ft	38.85	2.013341	per 100 cu ft
COMM II	29.38	2.415586		36.73	3.019483		32.32	2.657145		40.40	3.321431	
COMM III	50.01	3.001569		62.51	3.751961		55.01	3.301726		68.77	4.127157	
COMM IV 1.	122.86	3.733695		153.58	4.667118		135.15	4.107064		168.94	5.133830	
COMM IV 2.	29.38	-		36.73	-		32.32	-		40.40	-	
FOR EACH 3 UNITS	28.26	1.464248		35.32	1.830310		31.08	1.610673		38.85	2.013341	
COMM IV 2.	122.86	-		153.58	-		135.15	-		168.94	-	
FOR EACH 3 UNITS	28.26	1.464248		35.32	***		31.08	1.610673		38.85	***	
COMM VI		2.415586			3.019483			2.657145			3.321431	
COMM VII		3.001569			3.751961			3.301726			4.127157	
COMM VIII		3.733695			4.667118			4.107064			5.133830	
COMM IX		1.464248			1.830310			1.610673			2.013341	
Residential usage charges capped at 2100 cubic feet per month				* - No existing rates at this time				*** - No existing rates at this time				

WASTEWATER-1000 Gallons (+10%)

EFFECTIVE OCTOBER 1, 2025

RS**	Existing Inside			Existing Outside			New Inside			New Outside		
	Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales		Cust Chg	Base Sales	
COMM I	28.26	1.958889	per 1000 gal	35.32	2.448611	per 1000 gal	31.08	2.154778	per 1000 gal	38.85	2.693472	per 1000 gal
COMM II	29.38	3.229215		36.73	4.036519		32.32	3.552137		40.40	4.440171	
COMM III	50.01	4.013332		62.51	5.016665		55.01	4.414666		68.77	5.518332	
COMM IV 1.	122.86	4.991373		153.58	6.239216		135.15	5.490510		168.94	6.863137	
COMM IV 2.	29.38	-		36.73	-		32.32	-		40.40	-	
FOR EACH 3 UNITS	28.26	1.957483		35.32	2.446854		31.08	2.153231		38.85	2.691539	
COMM IV 2.	122.86	-		153.58	-		135.15	-		168.94	-	
FOR EACH 3 UNITS	28.26	1.957483		35.32	2.446854		31.08	2.153231		38.85	2.691539	
COMM VI		3.229215			4.036519			3.552137			4.440171	
COMM VII		4.013332			5.016665			4.414666			5.518332	
COMM VIII		4.991373			6.239216			5.490510			6.863137	
COMM IX		1.957483			2.446854			2.153231			2.691539	
**Residential usage charges capped at 15,000 gallons per month												

GDP Implicit Price Deflator Index = 3.00%

REUSE WATER - 1000 Gallons (+10%) EFFECTIVE OCTOBER 1, 2025	Existing		Existing		New		New	
	Inside		Outside		Inside		Outside	
	Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales	Cust Chg	Base Sales
RS- Gallons	5.20		6.50		5.72		7.15	
BASE1(0-7)		1.798694 per 1000 gal		2.248367 per 1000 gal		1.978563 per 1000 gal		2.473204 per 1000 gal
BASE2(8-25)		2.374837		2.968547		2.612321		3.265401
BASE3 (over 25)		4.229738		5.287172		4.652711		5.815889
COMM-Gallons	5.20		6.50		5.72		7.15	
BAS1(0-25)		1.798694		2.248367		1.978563		2.473204
BAS2(Over 25)		2.374837		2.968547		2.612321		3.265401
Bulk User-Gallons (0-3,750,000)	1,473.19		1,841.49		1,620.51		2,025.64	
BAS1 (3,750,001-15,000,000)		0.351308		0.439135		0.386439		0.483048
BAS2 (Over 15,000,000)		1.953270		2.441588		2.148597		2.685746
Public Service Tax	10%	0.10	10%	0.10	10%	0.10	10%	0.10

SOLID WASTE COLLECTION (+5%) EFFECTIVE OCTOBER 1, 2025	Existing		Existing		New		New	
	Inside		Outside		Inside		Outside	
	Charge for Service		NA		Charge for Service		NA	
RESIDENTIAL								
Roll Out Can		19.06				20.01		
2nd Roll Out Can		10.30				10.82		
10CY		60.77				63.81		
20CY		81.37				85.44		
30CY		89.61				94.09		
40CY		111.24				116.80		
COMMERCIAL								
Roll Out Can		23.69				24.87		
Roll Out Cans - 2		47.38				49.75		
10CY		60.77				63.81		
20CY		81.37				85.44		
30CY		89.61				94.09		
40CY		111.24				116.80		

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: August 11, 2025

From: Joe Iozzi, (Police Chief)

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

Staff Recommendation:

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

Analysis:

The Leesburg Police Department has been identified by (FDOT) as a priority agency within a county with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. They have allocated \$5,000.00 to cover all costs associated with overtime for the enforcement effort. This initiative is designed to educate the public in safe driving, walking, and biking behaviors and to increase compliance with traffic statutes. The goal of this data-driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the City Manager or their designee authority to accept funding from the Florida Department of Transportation (FDOT) through a grant provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be processed to add these funds to the current Police Operating budget.

Account No.	001-0000-331-2100
Project No.	DOTPD4

RESOLUTION NO. _____

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

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

THAT the City Manager or their designee is hereby authorized to accept funding from the Florida Department of Transportation (FDOT), for a grant of \$5,000.00 provided to the University of North Florida Institute of Police Technology and Management (IPTM) for high-visibility traffic enforcement details.

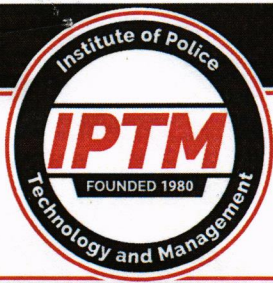
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of August 2025.

Mayor

ATTEST:

City Clerk



Institute of Police Technology and Management

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

May 20, 2025

Chief Robert W. Hicks
Leesburg Police Department
115 E. Magnolia
Leesburg, FL 34748

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

Dear Chief Hicks:

The Florida Department of Transportation (FDOT) has funding available to your agency for participation in Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program. This initiative is designed to educate the public in safe driving, walking, and biking behaviors and to increase compliance with traffic statutes. The goal of this data-driven initiative is to reduce traffic crashes that result in serious and fatal injuries to both pedestrians and bicyclists.

The Florida Department of Transportation (FDOT) has provided funding to the Institute of Police Technology and Management (IPTM) at the University of North Florida to support this high visibility enforcement program. IPTM provides contracts to law enforcement agencies in priority counties to conduct high visibility education and enforcement operations in areas with the highest representation of serious or fatal injury traffic crashes involving pedestrians and bicyclists to assist in crash mitigation efforts.

Your agency has been identified as a priority agency within a county with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to your agency in the amount of **\$5,000.00** to assist in our HVE efforts. Included with this letter are maps representing locations within your jurisdiction that have an over representation of serious pedestrian and bicycle crashes.

Pedestrian and Bicycle Safety Focused Initiative High Visibility Enforcement (HVE) Roundtable meetings will be held at various locations throughout Florida. Please find enclosed the Roundtable Meeting schedule and submit your RSVP at https://survey.unf.edu/jfe/form/SV_cUuKiz7ZRwLsNSt. We encourage you to take this opportunity to learn about how we have enhanced the program and simplified the reporting process. It is imperative that all enforcement agencies in the identified twenty-five (25) priority counties engage in this partnership to drive down fatalities on our roadways.

Please review the enclosed locations and maps and let us know if your agency is willing to be a part of the solution. Agencies that apply on or before August 31, 2025 will be eligible for the full funding allocation that has been set aside for you. On September 1, 2025, all funds that were previously set-aside for specific agencies will be released to the total county allocation and made available to any agency within the county to work in specified areas within their jurisdiction. After November 30, 2025, all funding will be released for use in HVE efforts in any of the twenty-five (25) priority counties.

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

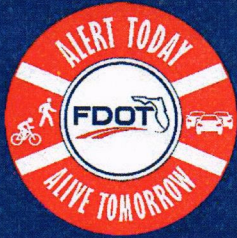
We look forward to the opportunity of working with you and the Jacksonville Sheriff's Office in leading the way to reduce pedestrian and bicyclist fatalities. Our target is zero deaths! Working together, we can make that happen.

Sincerely,

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

Sharon Murchison, MA
Associate Director

Enclosures



Pedestrian and Bicycle Safety Focused Initiative High Visibility Enforcement (HVE) Roundtable Meetings

The next round of pedestrian/bicycle high visibility enforcement (HVE) funding will become available on July 1st. If you would like to learn more about this funding or are interested in applying, **this is a “don’t miss” opportunity** to discuss the program and help shape its future.

Topics include:

- ◆ Pedestrian and Bicycle Safety Focused Initiative overview
- ◆ High Visibility Enforcement (HVE) contract funding and application process
- ◆ Data-driven street operations
- ◆ Free law enforcement training
- ◆ Administration of HVE contracts
- ◆ Changes to and applications for the FY25 HVE contracts
- ◆ Materials and resources available
- ◆ Feedback
- ◆ ****Bonus** FY26 DRE Call-Out Overtime contract funding and application process will also be discussed**

Date	Time	Location
May 21, 2025	9:00 a.m. - 11:00 a.m.	Hilton Orlando Lake Buena Vista – Disney Springs Area International Center Ballroom 1751 Hotel Plaza Boulevard, Orlando, FL 32830 *Parking Required - \$17.50
June 2, 2025	2:00 p.m. - 4:00 p.m.	Florida Department of Transportation – District Five Cypress A & B Conference Room 719 S. Woodland Boulevard, DeLand, FL 32720
June 3, 2025	9:00 a.m. - 11:00 a.m.	Fort Pierce Police Department Roll Call/Training Room 920 South U.S. Highway 1, Ft. Pierce, FL 34950
June 3, 2025	2:00 p.m. - 4:00 p.m.	Christ Fellowship Church 5343 Northlake Boulevard Palm Beach Gardens, FL 33418
June 4, 2025	9:00 a.m. - 11:00 a.m.	Broward Sheriff's Office Public Safety Building – Media Room 2601 W. Broward Boulevard., Ft. Lauderdale, FL 33312
June 4, 2025	2:00 p.m.- 4:00 p.m.	Florida Highway Patrol – Troop E 1011 NW 111 th Avenue Miami, FL 33172
June 5, 2025	9:00 a.m. - 11:00 a.m.	Florida Highway Patrol, Troop F Headquarters FDOT (SWIFT) SunGuide Center, Room TBD 10041 Daniels Parkway, Ft. Myers, FL 33913
June 6, 2025	9:00 a.m. - 11:00 a.m.	IPTM/University of North Florida Adam W. Herbert University Center, Room 1009 12000 Alumni Drive, Jacksonville, FL 32224
June 9, 2025	2:00 p.m. - 4:00 p.m.	City of Palm Bay City Hall Community Room 120 Malabar Road SE, Palm Bay, FL 32907

Continued on next page



Date	Time	Location
June 10, 2025	9:00 a.m. - 11:00 a.m.	Lakeland Police Department Community Room, 2 nd Floor 219 N. Massachusetts Avenue, Lakeland, FL 33801
June 10, 2025	2:00 p.m. - 4:00 p.m.	Pinellas County Sheriff's Office Sheriff's Administration Building (SAB), Room 180A 10750 Ulmerton Road, Largo, FL 33778
June 11, 2025	9:00 a.m. - 11:00 a.m.	Gainesville Police Department Hall of Heroes 545 Northwest 8 th Avenue, Gainesville, FL 32601
June 12, 2025	9:00 a.m. - 11:00 a.m.	Florida Department of Transportation – State Safety Office Basement Conference Room 605 Suwannee Street, Tallahassee, FL 32399
June 13, 2025	9:00 a.m. - 11:00 a.m.	Escambia County Sheriff's Office Training Room #1, Downstairs 1700 West Leonard Street, Pensacola, FL 32501
June 23, 2025	2:00 p.m. - 4:00 p.m.	Key West Police Department 1604 N Roosevelt Boulevard Key West, FL 33040

Please RSVP at
https://unf.co1.qualtrics.com/jfe/form/SV_cUuKiz7ZRwLsNSt

For more information, email ped.bike.safety@iptm.org

2025-2026 HIGH VISIBILITY ENFORCEMENT PROGRAM - LAKE COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	County	Roadway Name	From	To	Zip Code	Enforcement Agency	Length (feet)	Length (miles)	Pedestrian and Bicycle Crashes							Tier	Time Range		Day of the Week
									Total	Fatal	Ped Fatal	Bike Fatal	Severe Injury	Ped S. Inj	Bike S. Inj		From	To	
1	LAKE	US 192	ALDI (9550 US-192, CLERMONT, FL 34714)	SUMMER BAY BOULEVARD	34714	LAKE COUNTY SHERIFF'S OFFICE	1,363	0.26	7	2	2	0	5	5	0	1	1900	500	MONDAY, TUESDAY, THURSDAY, FRIDAY, SUNDAY
2	LAKE	14 TH ST	SHELFER ST	N SHORE DRIVE	34748	LEESBURG POLICE DEPARTMENT	2,994	0.57	6	1	1	0	5	1	4	1	500	2300	MONDAY, TUESDAY, THURSDAY, FRIDAY, SUNDAY
3	LAKE	US-27	W CENTER STREET	WASHINGTON ST	34715	LAKE COUNTY SHERIFF'S OFFICE	1,502	0.28	4	0	0	0	4	1	3	1	700	2200	MONDAY, TUESDAY, WEDNESDAY, FRIDAY
4	LAKE	US-27	US-192	CAGAN VIEW ROAD	34714	LAKE COUNTY SHERIFF'S OFFICE	4,480	0.85	4	2	1	1	2	0	2	1	400	2100	MONDAY, WEDNESDAY, FRIDAY
5	LAKE	SR-50	N HANCOCK RD	CR-455	34711	CLERMONT POLICE DEPARTMENT	7,862	1.49	5	1	1	0	4	2	2	2	800	2300	TUESDAY, FRIDAY, SATURDAY
6	LAKE	S DUNCAN DRIVE	WILSON AVENUE	W MAIN STREET	32778	TAVARES POLICE DEPARTMENT	1,768	0.33	3	2	1	1	1	1	0	2	600	2400	TUESDAY, WEDNESDAY
7	LAKE	E HIGHWAY 50	EAST AVENUE	SANDHILL VIEW BOULEVARD	34711	CLERMONT POLICE DEPARTMENT	8,093	1.53	3	2	2	0	1	1	0	2	1600	2400	MONDAY, FRIDAY, SATURDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: August 11, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing an Amendment to the 457b Plan Agreement to include a Three Percent (3%) Employer Match to Employee Contributions; and providing an effective date.

Staff Recommendation:

Staff recommends amending the 457(b) Deferred Compensation Plan agreement to include a three percent (3%) City match to employee contributions.

Analysis:

The General Employee Pension Plan was frozen in 2008. At that time, the City transitioned to a defined contribution plan and currently contributes five percent (5%) of general employee salaries to a 401a Governmental Defined Contribution Plan. While the frozen General Employee Pension Plan continued to be funded and strengthened, contributions to the defined contribution plan were not increased.

Now that the frozen General Employee Pension Plan is 98% funded and no longer requires the same funding levels, we propose reallocating the savings to enhance retirement benefits for our general employees. Specifically, we recommend implementing a matching contribution to employees' 457(b) Deferred Compensation Plan. The standard practice is a one-to-one match, which offers employees greater flexibility and benefits, including varied vesting options and penalty-free withdrawals, regardless of age, upon separation from employment.

Proposed Contribution Structure

- The City will continue its existing contribution of five percent (5%) to the 401a plan for eligible employees.
- In addition, the City will match, dollar for dollar, up to three percent (3%) of an employee's contribution to their 457(b) plan.
- This structure provides up to eight percent (8%) in City contributions combined with three percent (3%) from the employee, for a total potential contribution of eleven percent (11%) toward retirement.

The details of the 457(b) plan will remain consistent with the existing plan document.

Eligibility for the Three Percent (3%) Match:

- All regular full-time general employees
- All regular part-time general employees
- Elected and appointed officials

Exclusions from the Three Percent (3%) Match:

- Police employees covered under the Chapter 185 pension plan
- Fire employees covered under the Chapter 175 pension plan
- Temporary employees
- Seasonal employees

This benefit enhancement will strengthen the retirement options for our general employees, making the City's retirement plan more robust and competitive with offerings from other municipalities and reflecting our ongoing commitment to supporting employees' long-term financial well-being.

Procurement Analysis:

N/A

Options:

1. Approve amending the 457(b) Deferred Compensation Plan agreement to include a three percent (3%) City match to employee contributions; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The cost, assuming 100% enrollment, is estimated at \$738,739. However, the General Employees Pension contribution will be reduced by \$725,000 or to the normal payment. This reduction will cover the cost of the three percent (3%) match into the 457(b) deferred compensation plan.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AN AMENDMENT TO THE 457B PLAN
AGREEMENT TO INCLUDE A THREE PERCENT (3%) EMPLOYER MATCH
TO EMPLOYEE CONTRIBUTIONS; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the City will match, dollar for dollar, up to three percent (3%) of an employee's contribution to their 457(b) Deferred Compensation Plan, and;

THAT the eligibility for the Three Percent (3%) Match will apply to: all regular full-time general employees, all regular part-time general employees, elected and appointed officials, and;

THAT the exclusion from the Three Percent (3%) Match will apply to: Police employees covered under the Chapter 185 pension plan, Fire employees covered under the Chapter 175 pension plan, temporary employees, seasonal employees, and;

THAT the City Commission hereby authorizes the Retirement Plan Committee to sign an amended 457(b) Deferred Compensation Plan Document to include the Three Percent (3%) Match option as outlined in this resolution with the City's current plan administrator, Empower.

THAT this resolution shall become effective October 1, 2025.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of August 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: August 11, 2025

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing renewal of an agreement with Sun Life Assurance Company of Canada to continue providing Excess Stop Loss Insurance, in addition to Health Navigator, for the City's group health insurance plan; and providing an effective date.

Staff Recommendation:

Staff recommends renewal of the agreement with Sun Life for Excess Stop Loss Insurance for the City's group health insurance plan, to include Health Navigator.

Analysis:

The City purchases stop loss protection or reinsurance to protect its self-funded group health insurance plan from catastrophic losses, and to limit the City's total claim exposure.

We continue to monitor the cost of this reinsurance annually, with the assistance of our broker and actuary. This year there will be a 2.5% increase. However, we are also recommending that the City add an optional program provided through Sun Life.

This program will likely have a positive financial impact to the City's health plan spend, but more importantly, will serve as a great support for our most vulnerable employees in their greatest time of need. The program is called Health Navigator (HN) and it is a personalized medical concierge team who steps in to help with complex medical cases. HN can provide second opinion services that result in a new diagnosis, a recommendation for or against surgery, or a change in treatment plan. Each City employee would be supported by a comprehensive research team, a national curated specialist network, and vetted Centers of Excellence. The service also provides medical bill resolution.

Health Navigator provides savings to our health plan by guiding members to the right care at the right time and efficiently accessing healthcare experts directly. This service cuts through the red tape and savings occur as member outcomes are improved, and unnecessary spending is reduced. The success of this program is established in the market and is proved by the discounts the carrier provides as well as the average 95% member satisfaction.

	Annual Cost	Premium Reduction	Deductible Reduction	Financial Result
No uses	\$26,849	(\$26,849)		\$0

1 case	\$26,849	(\$26,849)	(\$22,500)	(\$22,500)
2 cases	\$26,849	(\$26,849)	(\$45,000)	(\$45,000)
3 cases	\$26,849	(\$26,849)	(\$67,500)	(\$67,500)

In the event of a worst-case claims scenario, adding this program also reduces our maximum claims exposure by 3% or roughly \$290,000.

Procurement Analysis:

N/A

Options:

1. Approve the renewal with Sun Life to include Health Navigator; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The proposed renewal represents a 2.5% increase in FY26. The addition of Health Navigator is net neutral while providing a cost savings to the plan by reducing our maximum claims exposure.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING RENEWAL OF AN AGREEMENT WITH SUN
LIFE ASSURANCE COMPANY OF CANADA TO CONTINUE PROVIDING
EXCESS STOP LOSS INSURANCE, IN ADDITION TO HEALTH
NAVIGATOR, FOR THE CITY'S GROUP HEALTH INSURANCE PLAN; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a renewal agreement with Sun Life Assurance Company of Canada for the purpose of providing excess stop loss insurance/reinsurance coverage for the City's self-insured group health insurance plan, in addition to adding Health Navigator services.

THAT this resolution shall become effective October 1, 2025.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 11th day of August 2025.

Mayor

ATTEST:

City Clerk



STOP-LOSS

Renewal Proposal

Created for

City of Leesburg

Presented by David Chiokadze

Telephone: 215-667-5625

David.Chiokadze@sunlife.com

Why Sun Life?

A leader you can continue to count on

As employers make the decision to take on additional risk with self-funding, finding a stop-loss carrier you can count on to provide financial protection from high-cost claims is often an essential step. At Sun Life, we know that being your best partner for stop-loss means being dependable, responsive, and innovative.

We work together with you, our clients and broker partners, to optimize care and cost and to reimburse your most expensive claims, fast.



Healthcare advocacy and care navigation

Count on our clinical experts to empower members to navigate the healthcare system, access the care they need, and confidently make decisions about their health.

- Access to a wide variety of programs including medical Rx management, negotiation specialists, and condition-specific management
- Clinical expertise and in-depth knowledge of the healthcare system
- Fast, seamless, objective process to get expert guidance, quickly
- Improved health outcomes, better member experiences and potential cost savings



Strength and Stability

Count on us to deliver the coverage and customized solutions that best fit your needs.

- The largest independent stop-loss provider¹
- A dedicated team of experts to support you every step of the way
- Over 5.5M covered members and \$2.5B of in-force premium²
- Strong financial ratings, consistent underwriting and dependable, fast claim reimbursement



Insights and Innovation

Count on us to provide actionable insights that make it easier to make the right decisions for your self-funded medical plans.

- Annual high-cost claim and injectable drug trends analysis with actionable recommendations
- Insights on emerging Rx trends and legislative topics that could impact employers
- Self-funding best practices and customized benchmarking data to guide your self-funded strategy
- Interactive tools to make doing business with us even easier



Predictable renewals

Our comprehensive renewal approach provides customers with fair and predictable renewals.

All of Sun Life Stop-Loss renewals include the following:

1. An explanation about how **pooling helps deliver rate stability**
2. A **claims summary** showing how your plan is performing
3. Education about **market factors** that affect stop-loss rates
4. A clear renewal illustration that outlines **current rates and renewal options**



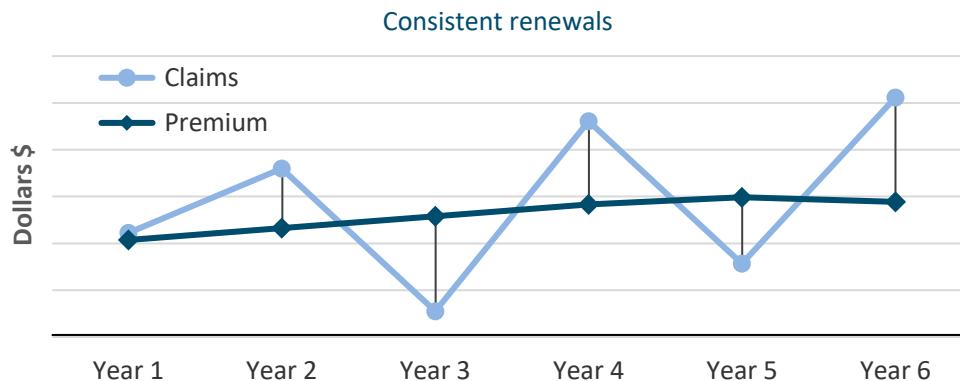


SECTION ONE

How pooling helps deliver renewal rate stability over time

Sun Life is able to provide increased rate stability through pooling.

Pooling combines stop-loss claims experiences between companies to help spread risk and create the opportunity to produce more consistent renewal costs across a large book of business.



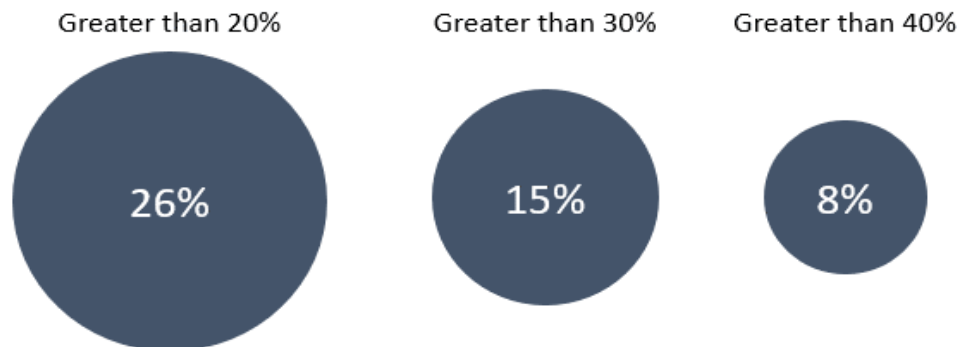
The chart above shows how our pooled approach can provide protection against significant changes in renewal costs. Your Stop-Loss claims can rise and fall from year to year, largely due to the volatility often associated with high-cost claims.

In a non-pooled approach, your renewal premium would likely be adjusted each year to reflect your individual claims experience. The corresponding rate changes might be extreme, depending on how poor or how favorable the experience was during the most recent contract periods. Pooling decreases volatility, since the cost of the high-cost claim is shared by the entire customer pool.

Proven results you can depend on

Our pooled approach has provided stability for our clients in good times and bad.

Below is the distribution of rate increases over the last three renewal years **2020-2022** ³:





SECTION TWO

Specific claims summary

City of Leesburg, Specific claims summary

The charts below show your current Specific claims activity related to your Specific deductible.

This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Number of claims beyond Specific deductible

Year	Spec level	Claim count	Expected	Actual to expected
Current	\$225,000	0	1	0%
Prior 1	\$225,000	0	2	0%
Prior 2				
Totals		0	3	0%

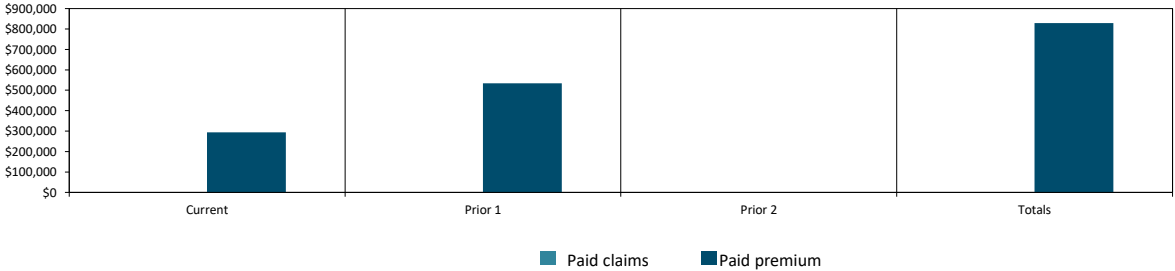
This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Reimbursed claims compared to paid premiums

Year	Claim count	Paid claims	Paid premium	Loss ratio
Current	0	\$0	\$294,671	0%
Prior 1	0	\$0	\$534,412	0%
Prior 2				
Totals	0	\$0	\$829,082	0%

This chart shows your total reimbursed claims compared to total paid premiums.

Paid claims versus paid premiums



This chart shows your total reimbursed claims compared to total premiums.

Estimated reimbursable claims

When preparing your renewal options, Sun Life assumes that a number of claims have not yet been reported in the current policy period. We use a completion factor to help us predict how many claims will be submitted for reimbursement in the remaining months of the policy period. A completion factor is an estimated amount of time it might take for an incurred stop-loss claim to be submitted for reimbursement.

Estimated reimbursable claims projection

Reported claims	Not-yet-reported claims
Spanning the 8 completed months of the policy year	Spanning the remaining 4 months in the policy year
30%	70%

This chart shows the estimated percentage of reported and not-yet-reported claims for your policy year as of the date of this renewal proposal.



SECTION THREE

Market factors that affect stop-loss rates

A variety of market factors impact the development of your stop-loss rates. Some of the more influential are medical trend, leveraged trend, your healthcare plan design, and your group's demographics. However, other factors such as economic conditions, current federal and state legislation, and the stop-loss industry itself are also taken into consideration.



Factors that affect stop-loss rates:



Healthcare plan and group demographics

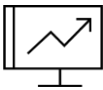
Healthcare plan design services may like co-payments, deductibles, employee premium contributions, wellness programs, and participation levels

Type of health plan network is a health maintenance organization (HMO), national exclusive provider organization (EPO) or preferred provider organization (PPO) or a reference-based pricing approach

Group demographics like the employee population, geographic location of the employer, and type of industry.



Medical trend is a prediction of how much healthcare costs will change over time. It is driven by a combination of the changes in costs for services as well as the rates of utilization. Historically, medical trend has increased at a rate that has outpaced inflation.⁴



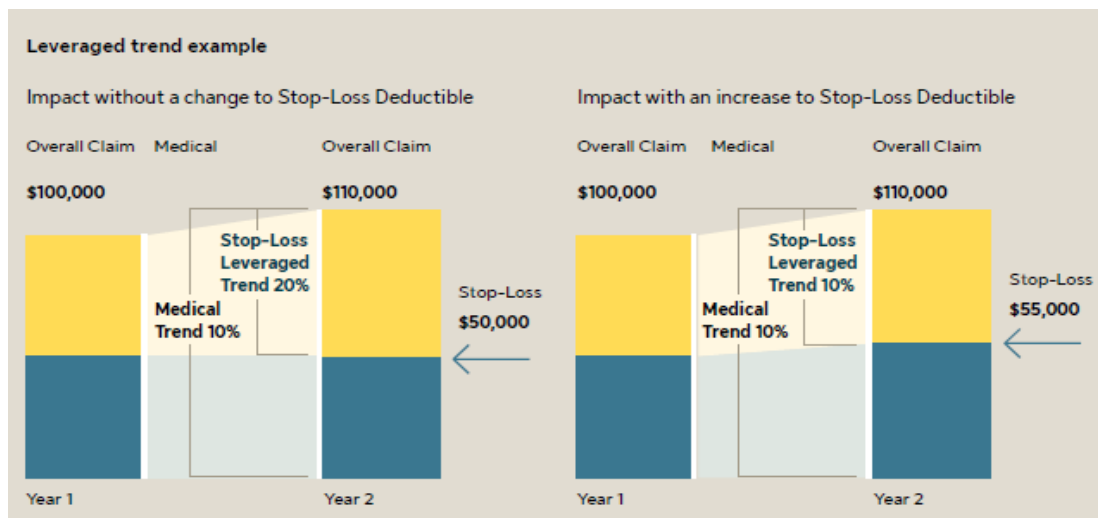
Leveraged trend is a prediction of how much the cost of high-cost claims – the type of claims that stop-loss insurance covers – will rise or fall over time in relation to healthcare costs.

If the stop-loss deductible remains the same from year to year, the division of risk between the employer and the stop-loss insurer will change and the stop-loss carrier will assume a larger portion of the risk in return for higher premiums.

How can you reduce the impact of leveraged trend?

An employer can offset the effect of leveraged trend on its Specific stop-loss premium by choosing a higher specific deductible to offset the additional risk absorbed by the carrier.

Leveraged trend example





Renewal options

July 10, 2025

To accept the renewal proposal, please do the following:

- At the bottom of this page, select a renewal option and sign where indicated.
- Email, fax, or mail this page to me by September 1, 2025, in order to avoid a lapse in coverage.

Policyholder name:	City of Leesburg	Account number:	962885
Policyholder Address:	501 West Meadow Street	Renewal status:	Open
	Leesburg, FL 34748	TPA Name:	BLUE CROSS/BLUE SHIELD OF FL
Situs State:	FL	PPO Name:	BCBS Florida
Renewal Eff. Date:	October 1, 2025	Firm Offer with Health Navigator Bundle (Bill Resolve) 7/31/25	

Current and renewal rate summary

Tier	Employees
Single	196
Family	256
Total	452

Specific Stop-Loss policy details and renewal options

Plan thresholds	Current	Renewal option 1	Renewal option 2	Renewal option 3
Individual Specific deductible	\$225,000	\$225,000	\$250,000	\$275,000
Aggregating Specific deductible	\$269,300	\$269,300	\$269,300	\$269,300
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$57.30	\$59.50	\$53.40	\$49.90
Family	\$152.90	\$162.10	\$142.70	\$133.28
Total monthly premium	\$50,373.20	\$53,159.60	\$46,997.60	\$43,900.08
Renewal rate action as a % increase to current monthly premium		5.5%	-6.7%	-12.9%

Aggregate Stop-Loss policy details and renewal options

Aggregate rates	Current	Renewal option 1	Renewal option 2	Renewal option 3
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Per employee per month rate	\$11.20	\$11.76	\$11.76	\$11.76
Total monthly premium	\$5,062.40	\$5,315.52	\$5,315.52	\$5,315.52
Renewal rate action as a % increase to current monthly premium		5.0%	5.0%	5.0%

Aggregate thresholds and rates

	Current	Renewal option 1	Renewal option 2	Renewal option 3
Claims basis	Paid	Paid	Paid	Paid
Benefits covered	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Corridor	120%	120%	120%	120%
Minimum Attachment Point %	90%	90%	90%	90%
Single Aggregate deductible factor	\$864.39	\$884.33	\$900.37	\$1,020.34
- Medical	\$675.74	\$685.75	\$701.79	\$820.56
- Rx Drug	\$188.65	\$198.58	\$198.58	\$199.78
Family Aggregate deductible factor	\$2,420.77	\$2,476.12	\$2,521.04	\$2,556.28
- Medical	\$1,892.06	\$1,920.10	\$1,965.02	\$2,000.26
- Rx Drug	\$528.71	\$556.02	\$556.02	\$556.02
Minimum Attachment Point	\$710,223.80	\$726,493.86	\$739,672.88	\$768,954.89
Estimated monthly renewal liability	\$789,137.56	\$807,215.40	\$821,858.76	\$854,394.32
Renewal rate action as a % increase to current monthly aggregate deductible factors.		2.3%	4.1%	8.3%

Total estimated annual plan costs

Total costs	Current	Renewal option 1	Renewal option 2	Renewal option 3
Total annual premium	\$665,227.20	\$701,701.44	\$627,757.44	\$590,587.20
Annual Aggregate Attachment Point	9,469,650.72	9,686,584.80	9,862,305.12	10,252,731.84
Total estimated self-funded plan costs	\$10,134,877.92	\$10,388,286.24	\$10,490,062.56	\$10,843,319.04
Renewal rate action as a % increase to total estimated annual plan cost.		2.5%	3.5%	7.0%

Select renewal option

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in it.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to David Chiokadze.

Policyholder Signature: _____

Date: _____

Printed Name: Al Minner

Printed Title: City Manager

Policyholder name:	City of Leesburg
Account number:	962885
Renewal status:	Open
Renewal Eff. Date:	October 1, 2025

Specific Stop-Loss coverage

The following options and programs are included in your policy:

- Expert Cancer Review:**
For covered members with a cancer diagnosis or ongoing cancer treatment, we provide access to a written second opinion service from leading oncology specialists at Sun Life's expense.
- No New Laser Gene Therapy Enhancement:**
With this enhancement, we will not add a new laser, modify or increase the amount of an existing laser that was previously set for another treatment or condition, directly related to the cost of a gene therapy drug. We will continue to employ strategies to mitigate the impact of high-cost gene therapy claims, ensuring renewal stability.
A gene therapy drug is a prescribed treatment that modifies a person's genes to treat or cure disease. Gene therapy drugs must be designated as a gene therapy and FDA approved. Existing individual Specific Benefit Deductibles applied to a specific Covered Person due to the member's underlying condition or other reasons will apply.
[View our Notice of Enhanced Business Practice here.](#)
- No New Lasers at Renewal option with Renewal Rate Cap of 40%**
This option prevents new lasers from being added to the new policy if it renews. The rate cap applies to Specific Benefit rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.
- Advance Funding option**
This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.
- Retiree coverage**
- Rx claims are included and bundled with the administration (no carve-out PBM)**
This proposal assumes that your stop-loss insurance will include coverage for prescription drug claims and that the standard large claimant reporting from your medical administrator will include both medical and prescription drug claims. Based on the information provided, your PBM vendor is Prime Therapeutics.
- SunEliteSM medical document review service**
SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.
- Sun Life Clinical 360**
Sun Life Clinical 360 is a program utilizing clinical experts who act as a second set of eyes, reviewing claim data to identify cost savings and care optimization opportunities. This program is automatically included for all Sun Life Stop-Loss clients.

The following are not included in your policy:

- Terminal Liability option**
- Experience Rating Refund**

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 10.0%.

Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$100,000 with diagnosis/prognosis for the period of October 1, 2024, through June 30, 2025, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

Aggregate Benefit Stop-Loss

- Features**
Monthly Aggregate Accommodation is not included.
Terminal Liability option is not included.

Minimum Attachment Points		
Renewal Option 1	Renewal Option 2	Renewal Option 3
\$8,717,926.32	\$8,876,074.61	\$9,227,458.66

- Aggregate Stop-Loss renewal acceptance**
Renewal acceptance of Aggregate Benefit coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of October 1, 2024, through June 30, 2025. Upon review of that information, we reserve the right to recalculate the Aggregate Benefit Attachment Point.

General coverage

Renewal options, continued

July 10, 2025

Policyholder name:	City of Leesburg
Account number:	962885
Renewal status:	Open
Renewal Eff. Date:	October 1, 2025

- Captive coverage**
Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all Sun Life incentive, bonus or override programs.
- Affordable Care Act accommodations**
This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. It is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Disclosures

1. Sun Life 2023 book of business data.
2. For complete financial ratings, visit www.sunlife.com/financialratings.
3. Sun Life renewal statistics data from 2021 to 2023.
4. Health Research Institute Medical Trend "Behind The Numbers" report 2023.

Producer licensing

All Sun Life companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sales or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

Producer compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates

This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Sun Life Companies

The Sun Life group of companies operates under the "Sun Life" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12 and 22-SL. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12 and 22-NYSL. Product offerings may not be available in all states and may vary depending on state laws and regulations.

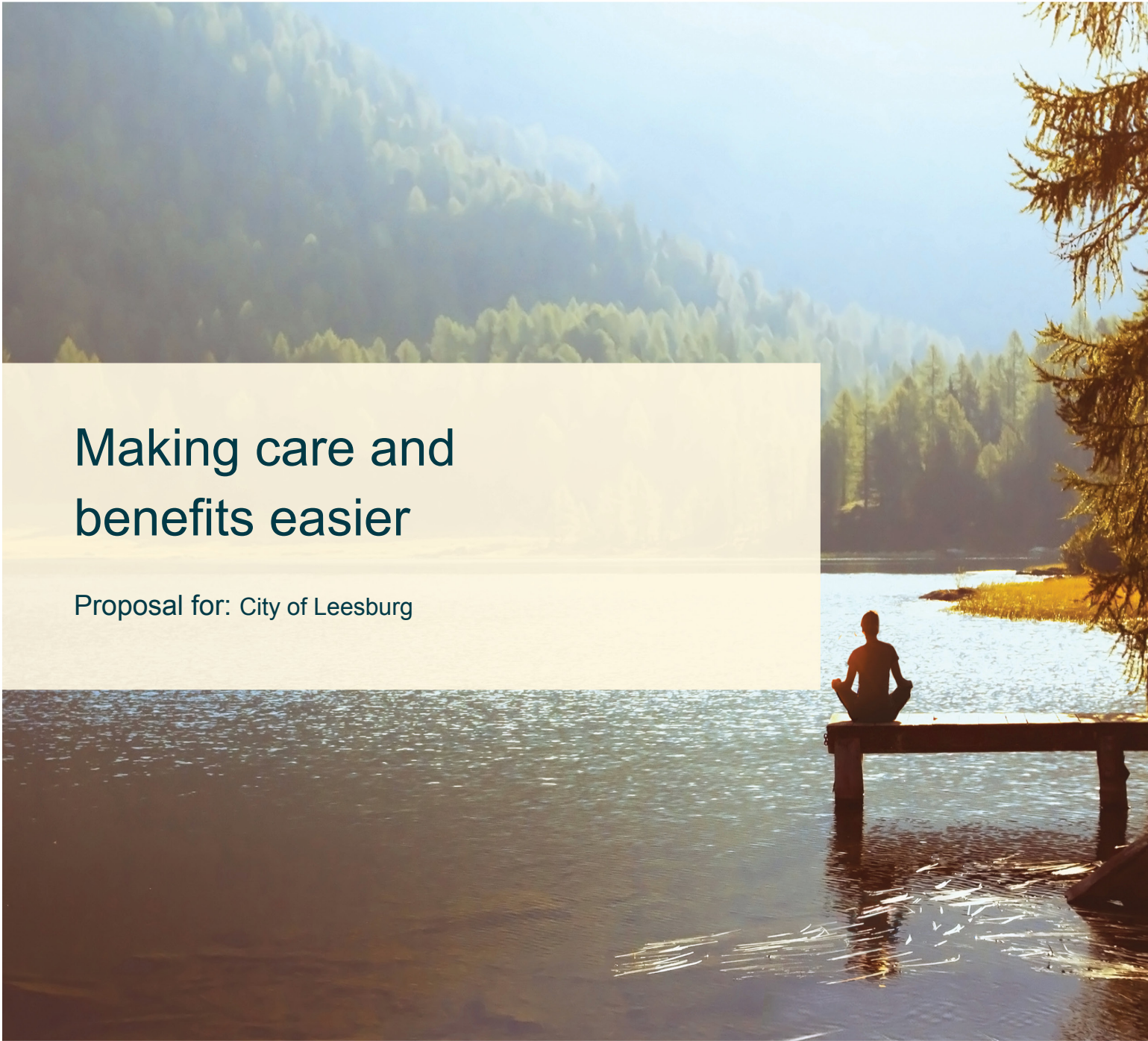
Stop-Loss information

The following services are not insurance and carry a separate charge included with the price of coverage: Clinical 360, owned by Sun Life; SunEliteSM, owned by Sun Life with services provided by The Phia Group, LLC.

Information

Issuance of a Stop Loss policy is dependent upon meeting underwriting guidelines and participation requirements.

Sun Life is your best partner for benefits.
Learn more by reaching out to your broker or
Sun Life representative.



Making care and benefits easier

Proposal for: City of Leesburg

Health Navigator, powered by PinnacleCare Proposal

Proposal presented to

City of Leesburg
501 West Meadow Street
Leesburg, FL, 34748

Sun Life is pleased to present you with this proposal for Health Navigator, powered by PinnacleCare, our health advisory and care navigation solution. Health Navigator offers an innovative healthcare navigation approach that supports employees and families faced with challenging medical situations and other health needs—providing expert, objective guidance.

Health Navigator support is personalized to the specific needs of the Member and can support a new diagnosis, a recommendation for surgery, or decisions around a change in treatment plan for any medical condition. We are committed to delivering guidance that is thorough and thoughtful to support better health outcomes.

We ensure that every Member has access to the best possible care through a combination of our comprehensive research team, our nationwide curated specialist network, and our vetted relationships with leading Centers of Excellence.

Health Navigator also helps to minimize the cost of care by guiding Members to the right care at the right time and efficiently accessing healthcare experts directly. Savings and ROI accrue to you as Members achieve better health outcomes, and unnecessary spending is reduced.

Health Navigator is dedicated to the health and well-being of our Members. We are delighted by this opportunity to deliver a highly-personalized service to both employees and their families.

For more information and to purchase Health Navigator, please contact your Sun Life sales representative. Thank you for your consideration.

David Chiokadze
david.chiokadze@sunlife.com

Issue Date: July 10, 2025
Valid for 180 days but no later than the Proposal Effective Date
Proposed Effective Date: October 1, 2025

Health Navigator Proposal

About Health Navigator

Sun Life is pleased to present you with this proposal for Health Navigator, powered by PinnacleCare. PinnacleCare joined the Sun Life family in 2021, with over 20 years of experience developing relationships with top specialists and facilities across the country. PinnacleCare currently supports over two million Members to help them get access to the best care for their situation and achieve better health outcomes.

PinnacleCare has a Medical Advisory Board of 75 medical specialists, deep relationships with over 130 Medical Centers of Excellence with thousands of experts providing written opinions, a network of over 4,500 top experts providing remote video consultations, and an in-house team of professional Care Advisors, medical researchers, and medical directors.

Navigating the healthcare system can be difficult, time-consuming, and stressful, especially for someone with a complex health condition. We believe supporting Members with expert, objective guidance during these critical times will not only improve their experience but can also improve their health outcomes and help reduce costs.

Health Navigator Services

Sun Life Health Navigator Care Advisors provide a high-touch, personalized model of support, offering in-depth medical knowledge of all health conditions. This allows us to support more Members, creating higher engagement and more value for the employee-employer relationship. Once Members engage with a Health Navigator Care Advisor, they continue working with the same trusted person throughout their engagement.

Health Advisory Solutions

When a Member is facing a complex medical condition such as cancer, our Care Advisors help get access to experts quickly to confirm diagnoses, and determine appropriate treatment options. Members with less complex medical needs are assisted with navigating the healthcare system based upon their unique circumstances, needs, and preferences. The range of services include:

Clinical Assessment and Support

- Medical records collection
- Clinical case review
- Dedicated personal advisor
- Assessment of current provider's qualifications

Expert Medical Opinions

- Facilitated access and appointment scheduling with specialists
- Remote written second opinions by national experts
- Video consultations

Treatment Decision Support

- Review and assessment of diagnostic workup
- Explanation and review of treatment options
- Identify clinical trials

Member-Physician Matching

- Identify the appropriate providers, based upon medical presentation and Member preferences, including geography, insurance acceptance and availability
- Recommend specialist based on the level of need and geographic proximity
- Review of physician credentials, including education, fellowship training, and ongoing research, and a thorough evaluation of medical licensing qualifications
- Benefits Navigation that provides Member education on benefits, when to access, and warm transfers to other benefit vendors, if needed
- Educate Members on additional resources available through their benefits plan of which they may be unaware
- Provide educational options based on each Member's circumstances
- Sending information on helpful external resources like websites and literature

Educational and Clinically-driven Digital Communications Strategy

The Health Navigator team provides multi-channel communications strategies to drive awareness and encourage Eligible Members to use the benefit. Our direct-to-employee email campaigns support awareness and utilization, while also providing important health information, without adding more work for the Employer. We also reach out directly to individual Members that may benefit from Health Navigator when opportunities are identified through clinical/claim assessments completed as a part of inforce Sun Life's insurance services with the Employer.

Employer Relationship Management

The Health Navigator team assigns a Client Success Manager (CSM) at implementation, and they remain the consistent point of the contact for the Employer as opportunities and needs arise throughout the life of the relationship. The CSM will regularly present updates on utilization, Eligible Member experience and service, as well as innovative and personalized communication strategies and resources.

Our Results¹

Our average results include:

- 95% average Member survey satisfaction
- 52% - More than half of expert opinions identified a more appropriate treatment plan or variation to the original diagnosis
- Net Promoter Score 83
- \$13,000 estimated average savings per treatment outcome*

¹ Data source: 2022 Internal PinnacleCare data.

* Average cost savings of \$13K for treatment outcomes based on 20 years of internal PinnacleCare data. Treatment outcomes include avoided treatments, less invasive testing or surgery or a change in treatment.

Implementation, Marketing and Communications

- We will manage the implementation of the Health Navigator service. You agree to provide us with a primary Human Resources/Employee Benefits contact to ensure a successful implementation.
- As part of the implementation process, you agree to:
 - Provide, or have us provide, a welcome communication to Eligible Members, within one month of the initial Effective Date
 - Allow us to send subsequent communications directly to Eligible Members no less than once each quarter.
 - Provide us with contact information within the eligibility file for Eligible Members.
- The communications are intended to educate Eligible Members on the availability and benefit of Health Navigator services to increase utilization of services in support of improved access and health outcomes. We will provide you a preview of the communications prior to Member send.

- We will provide recommendations and support for additional communications throughout the year including digital communications, webinars, and training.
- If you have Stop Loss or other insurance with Sun Life, you agree to allow us to contact any identified Eligible Member that may benefit from Health Navigator.
- We generally do not provide communications to Eligible Members through standard mail. If you would like us to mail communications to Eligible Members, you will be required to pay any costs associated with the mailing, such as printing and postage.
- Any travel to attend employee events (e.g., open enrollment fairs) will be at our discretion only for Employers with 200 employees or more and may require a fee charged to the Employer.

Client Reporting

The assigned CSM delivers electronic utilization reports to the Client on a regular basis depending upon Client size. Reports can include the following data:

- Treatment outcomes
- Access outcomes
- Total number of engagements opened and closed
- Interactions by service type
- Outcome data by diagnostic category
- Inferred cost savings (annually)
- Member satisfaction
- Referral sources
- Billing and claims negotiation reporting (if buy-up is purchased)

Collaboration with Client Healthcare Vendors

To maximize Member utilization, Sun Life seeks to facilitate collaboration with Client healthcare vendors. Such efforts may include:

- Providing the health plan and other healthcare vendors with ongoing education and training about Health Navigator services
- Developing referral processes with the health plan and other healthcare vendors
- Initiating warm transfers for Members when appropriate
- Tracking and reporting on such referrals and transfers
- Providing Health Navigator reference material for Member services and other teams
- Providing ongoing strategic recommendations to Clients to enhance the Member experience and outcomes, such as cancer huddles and targeted outreach based upon plan design

Pricing and Billing

Eligible employees	452
Health Navigator per employee per month (PEPM) fee	\$3.95
Bill Resolve per employee per month (PEPM) fee	\$1.00
Extended Care per employee per month (PEPM) fee	Not included
Total Health Navigator PEPM Fee	\$4.95
Estimated annual service cost based on Eligible employees	\$26,849

Sequence Number: 2

Payment is to be made monthly to Sun Life by you, or your designated third party.

Terms

The proposed PEPM fee shown above includes a 0% fee that is paid to your broker.

This assumes a **12-month** service agreement term. Additional service agreement term lengths are available upon request.

The PEPM fee covers services provided to the employee, spouse, dependents, and any other eligible person, for whom the fee has been paid. This proposal does not include coverage for retirees or their eligible dependents, but they can be added if desired.

Buy-up options are available to you at an additional PEPM charge:

- Extended Care - for family coverage for an employee's parents, parents-in-law, and eligible adult children: **\$1.00 PEPM**

This proposal describes the Health Navigator service and rate available to you. It is not a legal contract with Sun Life or any Member of the Sun Life family of companies. Services will be provided pursuant to the Health Navigator Service Agreement.

Additional Information

Additional details on the available buy-up options:

- Bill Resolve - Eligible employees will receive medical bill support including:
 - Billing and claim advocacy to review and provide clarity for complicated medical bills.
 - Negotiation services for medical bills greater than \$800, with a focus on reducing the amount of the bill or extending payments over a longer time period.
- Extended Care – Health Navigator support is extended to cover eligible employees' parents, parents-in-law, and adult children over 26 years of age.

To purchase Health Navigator, we require a signed Health Navigator Service Agreement. Once received, the implementation process can begin.

Regularly scheduled delivery of an eligibility file is required for Health Navigator services. Client must agree to our acceptable formats prior to implementation. If customizations to file are needed, Client will agree to a pre-determined service fee.

Member Feedback

"I worked with [my Care Advisor] and had an excellent experience. She was knowledgeable, prompt, and kind. She walked me through options with my husband's healthcare, facilitated collecting records, and getting a second opinion when I didn't have the bandwidth to do it. I am incredibly grateful that the service exists and have already told others about it. Thank you!"

"I cannot thank [my Care Advisor] or Health Navigator enough for the exceptional service provided to me and I would not hesitate giving a personal recommendation to any client of mine if they had health care needs. From my first phone call with [my Care Advisor], to the efficiency and ease of navigating the process with her guidance, to her setting up a Dr. appointment with a Dr that normally is booked 6 months out, to her empathy and follow-up."

"We had a very challenging timeline for travel and wanted to ensure we were able to see a specialist for our daughter's condition. Our Care Advisor that we worked with was able to make it happen. The specialist we saw was fantastic and was able to properly diagnose the issue, offering a course of treatment that provides us the best opportunity to correct the condition without surgery. We could not have done it without our team at Health Navigator to make it all happen. We are very appreciative of all the support and guidance that we received."

"Once again thank you!!!!!! I would have never made the appointment and everything else wouldn't have happened if not for what you and the Health Navigator team do! Means so much!"

"Health Navigator has been a God send during incredibly difficult times. My Care Advisor is the best. She's compassionate, supportive, and knowledgeable."

Service Timelines

Client Success Manager Response Time for Clients. All phone and email inquiries from the Client will receive a response from the assigned CSM, or if appropriate, the Director, Client Solutions, within one business day. If a response to an issue warrants additional time, an email acknowledgement—including an estimated timeframe for the resolution—will be sent the same day.

Care Advisor Response Time for Members:

- **Email** requests received before 3:00pm (ET) will be acknowledged by close of business that same day. If an email is received after 3:00pm (ET), it will be acknowledged by 10:00am (ET) the next business day.
- **Voicemail** requests received before 3:00pm (ET) will be acknowledged by close of business that same day. If a voicemail is received after 3:00pm (ET), it will be responded to by 10:00am (ET) the next business day. If the issue is urgent, every effort will be made to respond within two hours.

Physician Referral Report Turnaround Time. Upon agreement of the research parameters between the Member and the Care Advisor, an email confirming the parameters will be issued within 24 business hours. The completed Physician Referral Report will be sent electronically to the Member within approximately five (5) business days, and in most cases within three (3) business days.

Facilitated Appointment Access Turnaround Time. Upon receipt of the signed Medical Release Form(s) and necessary demographic information, requests for medical records will be issued within 24 business hours. Medical records will be collected in an expedited manner, assuming the receiving physician's office is willing and able to release records. The Care Advisor will secure a Facilitated Appointment within approximately 2–4 business days following review of the records by the selected specialist or facility.

Client/Member Satisfaction. Members are offered an online survey at the conclusion of each engagement. Satisfaction is rated 0–5, with PinnacleCare receiving an average ranking of four or better for all completed surveys.

PinnacleCare is a member of the Sun Life family of companies. PinnacleCare and its employees do not diagnose medical conditions, recommend treatment options or provide medical care, and any information or services provided should not be considered medical advice. Any medical decisions should be made only after consultation with and at the direction of your medical provider. Any person or entity who provides health care services following a referral or other service provided does so independently and not as an agent or representative of PinnacleCare.

Sun Life Assurance Company of Canada (Wellesley Hills, Mass.) and Sun Life and Health Insurance Company (U.S.) (Lansing, Mich.) (collectively, "Sun Life") are members of the Sun Life Financial Inc. family of companies.

Product offerings may not be available in all states and may vary depending on state laws and regulations. Product offerings may not be available in all states and may vary depending on state laws and regulations.

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GSLPD-10516-f-LB

SLPC 31488 05/23 (exp. 05/25)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: August 11, 2025

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing amendments to Personnel Policies 800 and 805 to reflect updated per diem rates and travel guidelines based on U.S. General Services Administration rates; and providing an effective date.

Staff Recommendation:

Staff recommends updating Policy 800 and 805 to follow the per diem rates established under the U.S. General Services Administration (GSA).

Analysis:

To maintain alignment with current inflationary trends, we recommend adopting the GSA per diem and travel rates for the Orlando area as the basis for current and future reimbursements, and amending our travel policies accordingly.

These rates are regularly reviewed and adjusted to reflect market conditions, similar to how mileage reimbursement is based on Internal Revenue Service standards.

Procurement Analysis:

N/A

Options:

1. Approve Policy 800 and Policy 805 as amended; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The increase in per diem would be an estimated \$7,000 throughout the various department travel expenses.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING AMENDMENTS TO PERSONNEL POLICIES 800
AND 805 TO REFLECT UPDATED PER DIEM RATES AND TRAVEL
GUIDELINES BASED ON U.S. GENERAL SERVICES ADMINISTRATION
RATES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission does hereby authorize the approval of amended language to Personnel Policies 800 and 805 to reflect updated per diem rates and travel guidelines based on the U.S. General Services Administration (GSA) rates for the Orlando area, which are reviewed and adjusted to reflect market 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 11th day of August 2025.

Mayor

ATTEST:

City Clerk



FY 2025 per diem rates for orlando, Florida

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Orlando	Orange	\$80	\$20	\$22	\$33	\$5	\$60.00

800 NON-TRAVEL MEALS AND REFRESHMENTS POLICY

Purpose and Applicability

This policy provides guidelines when meals and refreshments may be paid for with City funds. Applicability of this policy is limited to non-travel business meals and refreshments. Non-travel would include meetings, training sessions, conferences, or other City sponsored events to conduct official City business within the statutory limits of the City of Leesburg or Lake County. This policy does not apply to reimbursement or provision of meals and refreshments to employees or authorized individuals, including volunteers, and City Commission members, while the employee or individual is on travel status. This policy is intended to provide guidelines to help decision makers determine the prudence of purchasing non-travel meals and refreshments with City funds. The cost of non-travel meals and refreshments should be reasonable and conform to the Section related to Per Diem for Meals and Non-Meal Related Tips of the City of Leesburg Travel Policy.

Food While in a Non-Travel Status

1. Employees may be reimbursed for meal expenses in a non-travel status while in attendance at an official City function or hearing or when hosting an official guest of the City.
2. Requests for reimbursement of meal expenses for employees not in a travel status must be accompanied by the Department Head or their designee's approval.

Meal Expenses for an Official Guest of the City

Original receipts, a list of guests including names and positions, and an explanation of the purpose for the visit must be attached to the reimbursement request. For business/industrial prospects, for which confidentiality is required, information on guest names and positions may be omitted, however, the explanation for the visit must be included and must be marked "CONFIDENTIAL INFORMATION." Such confidential information shall not be provided to the public by the City. (Information that is considered public information may be released, such as the payee and payment amount.) If any disagreement occurs with the individual requesting the information on whether such information is confidential, the City Attorney's Office shall be consulted.

Reimbursement in an Emergency Situation

On occasion, the City asks employees to work unplanned and unscheduled overtime. Employees involved in such **emergency work** may be inconvenienced in the consumption of meals and other normal subsistence. The intent of this policy is to provide authorization to reimburse City employees for any out of pocket expenses they may incur for subsistence due to necessity of unscheduled work. Meals taken “on the fly” during these periods of **emergency work** activities will be reimbursed. The employee will not be required to provide a receipt for reimbursement. The amount of reimbursement will be based on the meal reimbursement schedule shown below. The reimbursement will be processed through payroll, with all applicable taxes withheld. The required backup documentation for the emergency work must be furnished by the department with payroll/timesheet records. Refreshments that support a continuing work effort may be reimbursed as outlined in the “Refreshments” section of this policy.

Department Heads or supervisors in charge of the emergency work are authorized to decide when the circumstances exist to approve subsistence reimbursement. If the department provides meals during the emergency work, meal reimbursement to the employee would not apply.

Meal Reimbursement will be as follows and will be paid according to the current U.S. General Services Administration (GSA) rates for the Orlando area:

- a. Breakfast – When employee is called back to work before 6:00 a.m. and work extends beyond 10:00 a.m. they will be provided the GSA breakfast standard rate ~~\$13.00~~ which includes tip (up to 15%) and tax
- b. Lunch – When employee is called back to work before Noon and work extends beyond 2:00 p.m. they will be provided the GSA lunch standard rate ~~\$15.00~~ which includes tip (up to 15%) and tax
- c. Dinner – When employee is called back to work before 6:00 p.m. and work extends beyond 8:00 p.m. they will be provided the GSA dinner standard rate ~~\$26.00~~ which includes tip (up to 15%) and tax
- d. If an employee is asked to work beyond their shift due to emergency work, they may be reimbursed for a meal depending on the actual hours worked.

Certain Official Meetings

1. Reimbursement for meals, for certain business meetings, which include formal training sessions, involving elected and appointed officials, employee and others the City is legally authorized to reimburse regardless of travel status, the City Manager or authorized designee may approve

reimbursement for the allowable cost of meals. This authority is intended for use when the City requires a person to attend a meeting where business meals are served, and where the purpose of the meeting is to conduct official business or to provide training to employees or City officials; and the meals are an integral part of the business meeting, and the City Manager or authorized designee approves payment for the meals in advance of the meeting. Approvals must be in writing.

Refreshments

1. Refreshments are defined to include beverages such as coffee, tea, bottled water, juice, soda, and similar liquid refreshments as well as sugar and creamer. Food items such as fruit, pastries, chips, cookies, cake, candy, etc., are also considered refreshments.
2. At the discretion of the City Manager, City funds may be used to provide refreshments as follows:
 - a. Business meetings with industry representatives or the public. This may include events such as task force, advisory board, or commission meetings.
 - b. Business meetings involving City employees that are scheduled to last four (4) hours or longer.
 - c. Business meetings or training events when the majority of personnel attending are called in from field locations to where the meeting or training is taking place.
 - d. Staff retreats held for the purpose of the agency's work-related planning, lasting more than four (4) hours in a single day for either single or multiple days, not to exceed one (1) retreat per quarter.
3. Departments may not make expenditures for meals in the following situations:
 - a. For anniversaries, receptions for new, existing, and/or retiring employees or officials; election celebrations, etc.
 - b. Any "hosting" activities. "Hosting" includes, but is not limited to, those activities that are intended either to lobby a legislator or a governmental official, or are to be a social rather than governmental business event, and include expenditures for meals for those whom

agencies are not legally authorized to reimburse. Departments must document the request and approval in advance for expenditures for meals with meetings. Departments may use a Travel Authorization form, an Invoice Voucher, or a formally written memorandum for this purpose. The documentation should provide support for the authorization, including:

- 1) The names of the departments or persons attending the meeting (includes conferences, conventions, and formal training sessions), and
- 2) The purpose or accomplishments of the meeting.

805 TRAVEL POLICY

Purpose

Establish a policy for authorizing and obtaining reimbursement for official travel by employees and non-employees (individuals under contract and appointed boards and commissions) of the City of Leesburg, Florida.

It is the responsibility of each traveler to select the most economical method of travel for each trip. Questions of time-efficiency and cost-effectiveness must be answered in the best interest of the City and not for the convenience of the traveler. Every effort shall be made to obtain the lowest economical hotel and meal rates (always ask for the government rate). An employee must complete a travel reconciliation form even if no money is to be received by the employee.

Authority

All travel and expenses must be preapproved by the Department Head. This policy contains the full and complete authority for the reimbursement of the costs of official travel by employees and non-employees. The City Manager or authorized designee shall be the final authority in the interpretation of this policy.

Definitions

Administration: The office of the City Manager.

City: City of Leesburg, Florida.

Common Carrier: Train, bus, commercial airline operating scheduled flights, and taxi.

Conference: The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem(s).

Convention: An assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups.

Finance: The office of the Finance Director.

Official Headquarters: For all travel on behalf of the City, the assigned work location of the traveler shall be considered the official headquarters of the traveler.

Routine Travel: Travel which is performed on a day-to-day basis within a specified geographical area as part of the traveler's normal work assignment.

Travel Day: A period of 24 hours beginning at 12:01 a.m. and ending at midnight.

Travel Period: The period of time between the time of departure and time of return.

Traveler: An employee or authorized person conducting bona fide City business.

Types of Travel:

1. Overnight Travel: Continuous travel that requires overnight absences from the official headquarters.
2. Local Travel: Travel for short day trips where the traveler is not required to be away from the official headquarters overnight.

Forms

The Travel Advance and Travel Expense forms shall be used by all City officers, employees, and authorized persons when requesting approval of travel to a convention, conference or travel outside of Lake County. A copy of the conference/convention brochure shall be attached to the appropriate form, and the form shall be signed by the person requesting reimbursement and submitted to the Department Head for approval. If a Travel Advance is requested and approved, the Department Head shall forward the request to the Finance Department for payment. Department Head travel shall be approved by the City Manager. The Travel Expense form shall be used by all travelers when requesting claims for reimbursement of travel expenses and shall be prepared in compliance with this policy. An employee must complete a travel reconciliation form even if no money is to be received by/reimbursed to the employee.

Conferences and Conventions

No City funds shall be expended for attendance at conferences or conventions unless:

1. The main purpose of the conference or convention is in connection with the official business of the City and related to the performance of the duties and responsibilities of the individual participating.
2. The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending.
3. A copy of the program or agenda of the conference or convention itemizing the registration fees and any meals or lodging included in the registration fee shall be attached to the Travel Expense form and submitted for payment.
4. An authorized traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhances the public purpose served by the City's participation in the conference or convention. Such expenses may include banquets and other meal functions. If the traveler is claiming actual lodging expenses plus a meal allowance authorized under this policy, the actual substantiated cost of the banquet or other required meal function may be allowed in lieu of the meal allowance specified in this policy.

Travel Advances

Travel advances may be issued if the employee does not have a P-card. Each traveler requesting an advance shall complete a Travel Advance form and submit it to the Department Head for approval. Travel advances shall not be submitted earlier than 21 calendar days or later than 10 calendar days prior, when practical, **before** the travel period begins. A traveler shall not have travel advances outstanding for more than one trip at any time without written justification. Within 10 calendar days after completion of the travel period, the traveler shall properly complete the Travel Expense form for the travel period for which an advance was received. The traveler shall complete all pertinent sections of the form including the portion of the form relating to the travel advance. Failure to complete the Travel Expense form may result in the amount advanced being considered taxable income for the purpose of federal income tax.

Computation of Travel Time

For purposes of calculating reimbursement for travel, the following methods are established:

1. Overnight Travel - The traveler will be reimbursed for lodging, travel, meals and non-meal related tips.

2. Local Travel - The traveler will receive a subsistence allowance for meals based upon the following schedule.

- a. Breakfast - When travel begins before 6:00 a.m. and extends beyond 10:00 a.m.
- b. Lunch - When travel begins before noon and extends beyond 2:00 p.m.
- c. Dinner - When travel begins ~~before~~after 67:00 p.m. and extends beyond 8:00 p.m.

Lodging

Traveler will receive the necessary and reasonable expenses for lodging at a single occupancy rate to be substantiated by an itemized paid receipt and shown on the travel expense form for reimbursement. Reimbursement for the reasonable costs of lodging in conjunction with travel to a conference or convention will only be permitted in those instances where:

1. The official conference agenda has a scheduled duration of one calendar day or less, and the one way mileage from the City to the conference or convention site exceeds 50 miles; or when approved by the Department Head, or
2. The official conference agenda has a scheduled duration greater than one calendar day, and the one way mileage from the City to the conference or convention site exceeds 40 miles; or when approved by the Department Head.

For the purposes of this section, mileage will be computed on the basis of an odometer reading that shall show the date and beginning mileage, the date and ending mileage, and the total round/trip miles traveled from traveler's location to the event.

Local Travel

Employees or authorized persons performing local travel will be allowed subsistence for allowable meals and non-meal related tips in accordance with the current U.S. General Services Administration (GSA) rates for the Orlando area; ~~following schedule:~~

Breakfast / Lunch / Dinner: _____ paid at current GSA rate ~~\$13.00~~
including tip (up to 15%) and tax

~~Lunch: \$15.00 including tip (up to 15%) and tax~~

~~Dinner: \$26.00 including tip (up to 15%) and tax~~

Tips: ~~current GSA rate \$5.00~~ (per incidence) other than meal related

Meal costs will be reimbursed by per diem rates only. Meal costs cannot be charged to any City issued bankcard, including the City P-Card. Meals provided by the conference will be deducted from the per diem rates, unless authorized by the Department Head or designee. However, if an employee selects a separate option on a registration form, and an additional charge is paid for an optional meal, then that meal per diem will be reduced from the meal reimbursement total.

In general, the City recommends that the P-Card not be used for travel meals and expenses (that fall within the per diem) due to the additional administrative burden it creates. Failure to reconcile the P-Card properly and in a timely manner may lead to the elimination of P-Card privileges.

Overnight Travel

Employees or authorized persons performing overnight travel will be allowed the following reimbursements:

Per diem (per day) ~~current GSA rate \$54.00~~
Including tips and tax

Tips (other than meal related) ~~current GSA rate \$5.00~~ Per incidence

While on overnight travel, any meal included in meeting or conference registration fees will be deducted from the per diem at that appropriate rate paid for breakfast, lunch or dinner. Receipts for meals eaten when on per diem during overnight travel are not required. However, when not claiming per diem, extraordinary but reasonable meal expenses in excess of the per diem rate may be approved by the City Manager or authorized designee. In addition, detailed receipts are required for such a request. Request for reimbursement of tips is on the honor of the traveler and receipts are not required. Employee on overnight travel must choose either per diem payment or P-card use for travel. Employees cannot choose to mix/match per diem/P-card use. In other words, meals for the entire trip are to be claimed as per diem or detailed receipts must be provided.

Incidental Expenses

The following documentation shall be attached to the traveler's Travel Expense form when the traveler is claiming reimbursement for incidental travel expenses:

1. Receipts for taxi fares or public conveyance.
2. Receipts for storage, parking fees, or tolls.
3. A statement that communication expenses being claimed were for City business. One phone call home, per day up to a maximum length of 10 minutes is eligible for reimbursement for overnight travel. Communication expenses for other non-business purposes are not eligible for reimbursement.
4. Receipt for fax charges for sending or receiving on City business if not already included on hotel bill.
5. Gas receipt. (Not applicable if mileage is paid, and not reimbursable if City credit card is used.)
6. Other City business related expenses. These are normally reimbursable if related to the purpose of trip.

Mileage

Mileage may be claimed for personal vehicle use when a City vehicle is not available, or when use of personal vehicle is approved by the Department Head. If two or more authorized individuals travel in a single private vehicle, only the traveler supplying the vehicle shall be eligible for reimbursement of mileage.

Mileage for the use of a privately owned vehicle will be reimbursed in accordance with the standard mileage rate for transportation expenses for all miles of use for business purposes, as established by the Internal Revenue Service. For the purpose of applying the provisions of this section, it is the policy of the City that the standard mileage rate established by the Internal Revenue Service and in effect as of January 1st of each year or the use of any change during the year by the Internal Revenue Service shall be used for the purpose of calculating mileage reimbursements. Vicinity mileage necessary for the conduct of official business is limited to a maximum of 10 miles per day, unless additional vicinity miles are approved by the Department Head. Mileage to the airport is permitted when performing authorized travel. Mileage is not permitted for commuting to and from work.

Prohibited Items

It is the express intention of the City that reimbursement will not be made for the following:

1. Movies or other forms of entertainment.
2. Alcoholic beverages.
3. Personal telephone calls (except as permitted by this policy).
4. Florida sales tax on lodging expenses (Note: every effort should be made to use the City's sales tax exempt status when traveling to other states).
5. Items of personal nature including, but not limited to dry cleaning, spas, gyms, travel insurance, supplemental insurance on car rental, toiletries, newspaper, magazine, fines, mini fridges or guest accommodations.

Other Travel Information

For purposes of this policy, travel period and mileage will be computed as if traveler departed from and returned to the official headquarters. It is recognized that on occasion for the convenience of either the traveler or the City; travel may originate and conclude at a location other than the City. In such instances, travel period and mileage will be computed from the closest point to the destination. Payment for the costs of travel in addition to the travel period required for the conference shall be the exclusive responsibility of the traveler unless it can be documented in writing that the total cost to the City will be less by extending the travel period.

Direct payment, by the City, to vendors for the meals of an employee are not allowed except in an emergency situation where there is an immediate danger or a threat of immediate danger to the public health, safety or welfare, or of other substantial loss to the City.

When a person with a disability incurs travel expenses in excess of those ordinarily authorized pursuant to this policy and such excess travel expenses were incurred to permit the safe travel of that traveler, those excess expenses will be reimbursed by the City to the extent that the expenses were reasonable and necessary for the safe travel of that individual. All such claims for reimbursement of excess travel expenses shall be submitted with sufficient documentation to permit a proper audit.

City employees who drive a city vehicle are not entitled to a mileage reimbursement. City employees who receive a monthly car allowance are not entitled to mileage reimbursement for travel within Lake County.

A limited number of City credit cards are available for use on authorized City travel. Subject to the authority and limitations contained elsewhere in this policy, the use of City credit cards is limited to lodging (including related parking charges), meals, and gasoline (only for City vehicles). The traveler is required to submit itemized receipts for each use of the City credit card. **In the event that the traveler fails to submit a receipt within 10 calendar days after their return, the traveler shall be personally liable for the payment of the charge(s), unless otherwise directed by the City Manager or authorized designee.**

Reimbursement for parking expenses shall be limited to the rate charged for self-service parking. If both self-service and valet parking are available, the traveler shall be responsible for payment of the differential between self-service and valet parking if the valet parking option is selected. If only valet parking is available, the City shall reimburse the traveler for substantiated valet parking charges.

Travel by Commercial Common Carrier, and the use of rental cars must have prior approval by the Department Head.

Shared room, vehicle, etc. may only be claimed on one voucher. Reference should be made on face of the reimbursement of travel expenses form to the sharing arrangement.

Every attempt shall be made by the employee to assure taxes are not charged on City expenses.

Air Travel — Use this method when more economical than the cost to drive including out of pocket expenses plus cost of travel time. Employee should purchase airline tickets sufficiently in advance of the travel date so as to obtain the best rates possible. Air travel insurance is a personal expense, not a City expense.

Ground Travel — Should the employee choose ground travel, the City will pay actual travel expenses up to the amount of air travel. Travel time is normal length of air travel; any additional time for ground travel will be considered vacation, unless otherwise required by law.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: August 11, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lyden Properties, LLC for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Lyden Properties, LLC, on the property described therein.

Analysis:

Lyden Properties, LLC is granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements and related facilities.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM LYDEN PROPERTIES, LLC FOR THE PURPOSE OF
GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED
THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Lyden Properties, LLC, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 11th day of August 2025.

Mayor

ATTEST:

City Clerk

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**") on this 9th day of April 2025, is hereby granted by **LYDEN PROPERTIES, LLC**, a Florida limited liability company, whose mailing address is Post Office Box 700, Winter Park, Florida 32790 ("**GRANTOR**,"") to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

SEE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (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. 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, 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:

LYDEN PROPERTIES, LLC,
a Florida limited liability company

By: James P. Lyden
James P. Lyden, Manager

Anne Grimmer
Signature

Anne Grimmer
Print

616 Upperriver Ct. Orlando
Postal Address FL 32828

Evette Di Marco
Signature

Evette Di Marco
Printed

1337 Silverthorn Drive Orlando FL 32825
Postal Address

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9th day of April, 2025, by James P. Lyden, as Manager of Lyden Properties, LLC, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who produced the following identification: _____.

Paula Wagstaff
Notary Public Signature
Paula Wagstaff
Notary Public Name

My Commission Number: HH 381995
My Expiration Date: April 2, 2027

(seal)

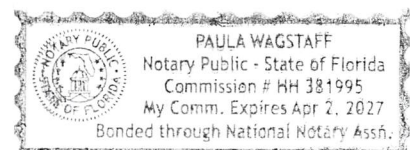


EXHIBIT "A"

DESCRIPTION

DESCRIPTION: WRITTEN BY SURVEYOR

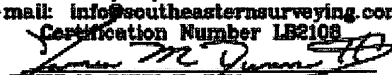
A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1991, PAGE 1040 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH 00°50'47" WEST, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 50.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD, A 66 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS BOOK 158, PAGES 350 AND 354 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF SECTION 1, ALSO BEING THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1991, PAGE 1040 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA SOUTH 00°50'47" WEST, A DISTANCE OF 15.44 FEET; THENCE DEPARTING SAID SECTION LINE AND EAST LINE OF DESCRIBED LANDS, ALONG A CURVE NON-TANGENT TO SAID LINE, HAVING A RADIUS OF 589.58 FEET, A CENTRAL ANGLE OF 02°59'10" AND A CHORD DISTANCE OF 30.72 FEET THAT BEARS NORTH 76°41'05" WEST; THENCE FROM A TANGENT BEARING OF NORTH 75°11'29" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.73 FEET; THENCE NORTH 00°50'47" EAST, A DISTANCE OF 15.27 FEET TO AFORESAID SOUTH RIGHT OF WAY LINE AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 604.58 FEET, A CENTRAL ANGLE OF 02°54'31" AND A CHORD DISTANCE OF 30.68 FEET THAT BEARS SOUTH 76°59'56" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 78°27'12" EAST, EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.89 FEET TO THE POINT OF BEGINNING.

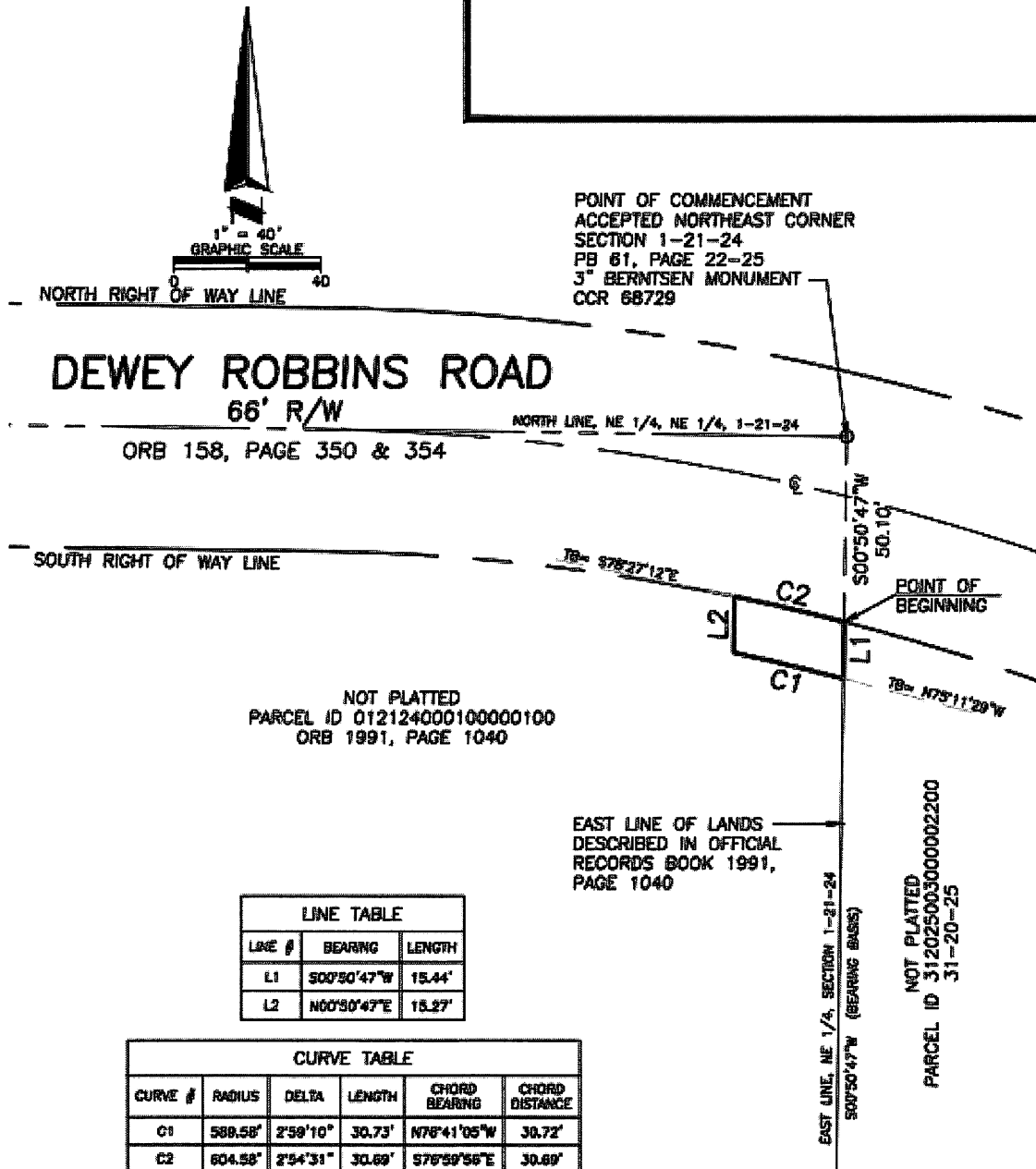
CONTAINING 461 SQUARE FEET, MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°50'47" WEST, ASSUMED.
1. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

SKETCH OF DESCRIPTION FOR CITY OF LEESBURG	DATE: JANUARY 31, 2025 MER		CERTIFICATION NUMBER LB2108 71884001
	JOB NUMBER: 71884	SCALE: 1" = 40'	 SSMC SURVEY & SURVEY 550 South Highland Street Mt. Dora Florida 32757 (352) 343-4880 e-mail: info@southeasternsurveying.com Certification Number LB2108  JAMES M. DUNN II, PSM Registered Land Surveyor Number 4235
	CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION



LEGEND

PB = PLAT BOOK
ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
TB = TANGENT BEARING
C = CENTERLINE
CCR = CERTIFIED CORNER RECORD

DRAWING NO. 71884001

JOB NO. 71884

DATE: JANUARY 31, 2025

SHEET 2 OF 2

SEE SHEET 1 FOR DESCRIPTION

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2



550 South Highland Street
Mt. Dora Florida 32757
(352) 343-4880

e-mail: info@southeasternsurveying.com
Certification Number LB2108

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: August 11, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida amending the City's Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)

Staff Recommendation:

The Planning and Zoning staff recommend approval and the Planning Commission recommend approval with conditions of the proposed revisions to the City's Code of Ordinances; Chapter 25, Section 25-292 (18).

Analysis:

Per F.S. 509.102, the State of Florida has preempted the regulation of licenses, registrations, permits, and fees for mobile food vendors and mobile food dispensing vehicles, also known as food trucks. To comply with these preemptions, City Planning & Zoning Staff is proposing updates to the Code of Ordinances, Section 25-292 (18). In addition, Staff is using this opportunity to streamline and clarify the approval processes for mobile food vendors.

F.S. 509.102 does allow local governments to regulate location, time, and manner of mobile food vending, provided the regulations do not conflict with the State preemptions and Statutes. Staff may also ask for proof of State-mandated licenses, registrations, permits, and insurance, as these are not additional licensing requirements.

Changes to Section 25-292 (18) include replacing the permitting process with a Letter of Location Compliance, and removing fees for mobile food vending. A Letter of Location Compliance is a complimentary service from Planning & Zoning, which tells the mobile food vendor if the proposed location meets Code requirements as listed in Section 25-292 (18). The prospective vendor must also provide proof of State-mandated documents to Planning Zoning Staff.

Clarification of how obtain permission to vend is also included in the Code update. A food truck may vend:

1. As a permanent vendor on one (1) property under a Letter of Location Compliance, or
2. For a limited time, up to twice a year under a Temporary Use Permit, or,
3. In association with a Special Event as defined by the Recreation Department, for events such as Leesburg Bikefest.

This allows for flexibility for both vendors and staff, allowing both temporary approval pathways, and more permanent vending options. These clarifications are based on feedback from other City Departments, including Code Enforcement, Recreation, the City Manager's Office, and the City Attorneys, and concerns from business owners who have gone through the mobile food vending process with City Staff.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval of the changes with further discussion to be heard at the regularly scheduled meeting one (1) year from the May 2025 meeting, to review the efficacy of the recommended changes and investigate if large properties should be allowed more than one (1) permanent vendor.

Procurement Analysis:

N/A

Options:

1. Approve the requested change to the City Code of Ordinances, Section 25-292 (18) to revise the Section for clarity and compliance with Florida Statutes; or
2. Disapprove the requested Comprehensive Plan Text Amendment and leave the existing language in the City Code of Ordinances, Section 25-292 (18).

Fiscal Impact:

There is no direct fiscal impact to the City for this action.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 25, SECTION 25-292 (18) MOBILE FOOD VENDING; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (MOBILE FOOD VENDOR ORDINANCE REVISION)

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

Section 1.

Based upon the petition of City of Leesburg, Petitioner, "Permittee" 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 City of Leesburg City Code of Ordinances, Section 25-292 (18) shall be amended as attached and incorporated as Exhibits A and B of this Ordinance:

**Existing Language and Proposed Language
(See Exhibits A & B);**

Section 2.

In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

Section 3.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

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 11th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Summary of Sec. 25-292 (18) Changes – Mobile Food Vendors

Chapter 25, Section 25-292 (18) - Mobile Food Vending

Per F.S. 509.102 (2023, including Special Session C)



Planning & Zoning Department

Statistics

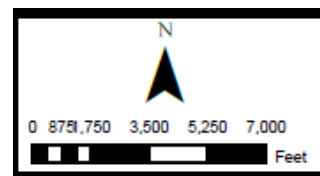
- **19** Mobile Food Vendors total (2023-2025)
- **7/19** (37%) have a buffer conflict (restaurant within 200 feet)
- **99** restaurants within Leesburg ISBA
- **7** major grocery stores
- Majority of Code issues by MFV have been addressed with Code Enforcement and MFV prior to the issue rising to a full violation. (1 official, closed case, per Code Enforcement)



Legend

-  Mobile Food Vendor
-  MFV with Restaurant Conflict

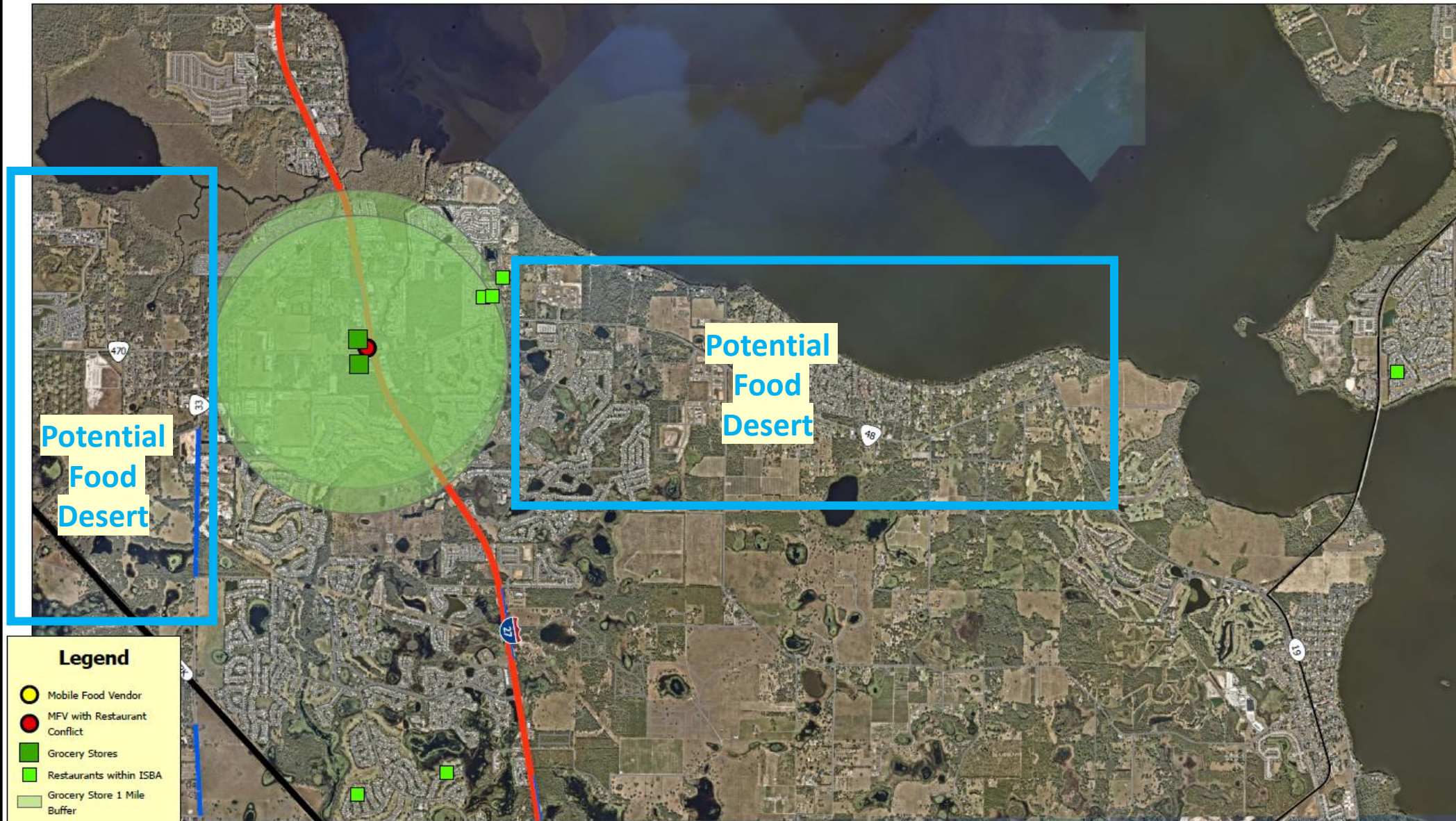
Mobile Food Vendors



Mobile Food Vendors, Grocery Stores, and Restaurants - North



Mobile Food Vendors, Grocery Stores, and Restaurants - South



Research Conclusions

- Findings show that mobile food vendors are following similar patterns to big box grocers (i.e., clustered at major intersections and along thoroughfares such as US 27)
- Restaurants are more scattered.
- Future issue for City Staff and City Commission to review (i.e. Creating a designated 'Food Truck Alley' site)
- Tonight's meeting centers around Code Adoption, if City Commission wishes to adopt the Code with Commission requested changes

Summary of Sec. 25-292 (18) Changes

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of seven (7) consecutive days twice per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.

Summary of Sec. 25-292 (18) Changes

I. Location requirements.

1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
6. Mobile food trucks may not operate within 200 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent. The operational buffer shall be measured property line to property line.

Summary of Sec. 25-292 (18) Changes

K. Operational standards.

1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. Mobile food trucks are permitted to remain overnight on the compliant property, provided the truck is secured, equipment stored inside the truck, and the truck is not in operation. Hot dog carts are also permitted to remain overnight on-site under the same requirements herein.

9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted. All mobile food trucks must be minimum ten (10) feet from the public right of way on private property.

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CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.
5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the

Non-Legislative Format – Underlined Changes

most square footage shall be considered the principal business for the purposes of this section.

9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.

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3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of seven (7) consecutive days twice per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

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4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)
 - d. Have a hand washing sink with a water supply that allows for hand washing while operating

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- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
6. Mobile food trucks may not operate within 200 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent. The operational buffer shall be measured property line to property line.

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct business at the proposed address from the property owner.
 3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, as amended.

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- c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
- d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
- e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
- f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.

2. Renewal of Location Compliance and Withdrawal of Vending Permission

- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 - 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 - 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
- b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 - 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

- 1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. Mobile food trucks are permitted to remain overnight on the compliant property, provided the truck is secured, equipment stored inside the truck, and the truck is not in operation. Hot dog carts are also permitted to remain overnight on-site under the same requirements herein.

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2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.
3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.
4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.
5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.
6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.
7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.
8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.
9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted. All mobile food trucks must be minimum ten (10) feet from the public right of way on private property.
10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.

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11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.
12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

L. Grounds for Revocation of Letter of Location Compliance

During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance, license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.
- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.
- i. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

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CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

~~*Mobile food unit (MFU)* shall mean a vehicle-mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.~~

5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

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7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the most square footage shall be considered the principal business for the purposes of this section.
9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

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1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.
3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of seven (7) consecutive days twice per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon

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expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)

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- d. Have a hand washing sink with a water supply that allows for hand washing while operating
- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

- 1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
- 2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
- 3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
- 4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
- 5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
- 6. Mobile food trucks may not operate within 200 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent. The operational buffer shall be measured property line to property line.

Permit and permit fees:

~~Mobile food vending permit fee—Fifty dollars (\$50.00) (as amended).~~

~~Requirements for permitting. Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:~~

~~Name, address and contact information of the vending operator. Name, address and contact information of the property owner. Name, address and contact information of the business owner/manager on duty. A site plan shall be required, providing the following information: Property lines and all existing structures. Adjoining streets. Vendor location and parking area. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines. License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels. Proof of license, registration and insurance of the mobile food vending vehicle.~~

~~A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating: Permission of the property owner to use the property for mobile food vending. Permission~~

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~~from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business. Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per section 22-120 of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal. Fire inspection approval and fire inspection report.~~

~~Indemnification of City of Leesburg; insurance.~~

~~Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit.~~

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct

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- business at the proposed address from the property owner.
3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, as amended.
 - c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
 - d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
 - e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
 - f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.
- 2. Renewal of Location Compliance and Withdrawal of Vending Permission**
- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
 - b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. Mobile food trucks are permitted to remain overnight on the compliant property, provided the truck is secured, equipment stored inside the

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truck, and the truck is not in operation. Hot dog carts are also permitted to remain overnight on-site under the same requirements herein.

2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.

3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.

4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.

5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.

6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.

~~Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.~~

7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.

~~No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.~~

8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.

9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is

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determined, by the City of Leesburg, to be adversely impacted. All mobile food trucks must be minimum ten (10) feet from the public right of way on private property.

10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.

11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

~~Non-compliance. Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.~~

L. Grounds for Revocation of Letter of Location Compliance

During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

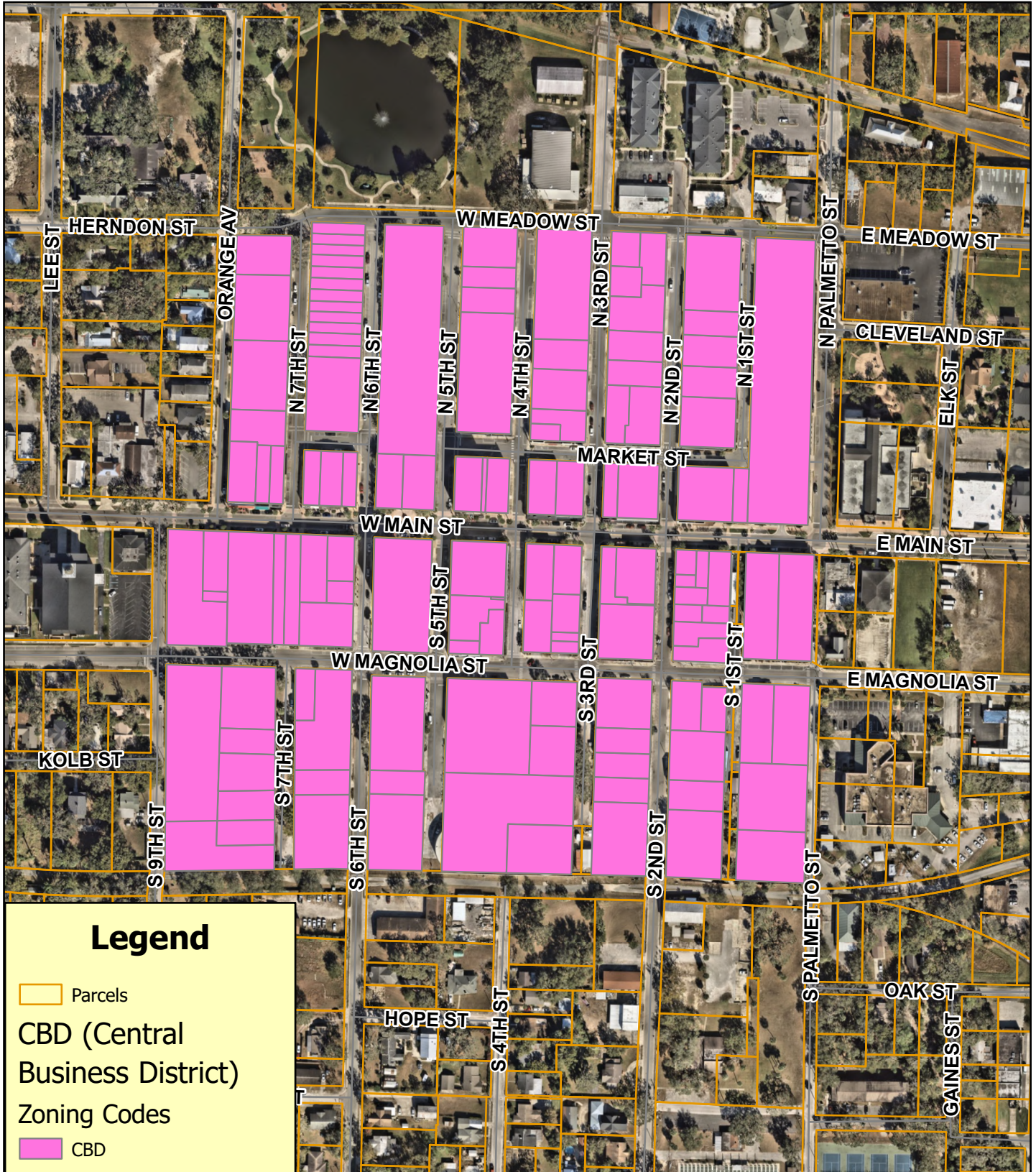
- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance, license(s), and registration(s), that relate to operation, food preparation, or other

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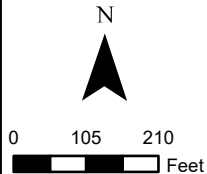
business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.

- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.
- i. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

Central Business District Locator

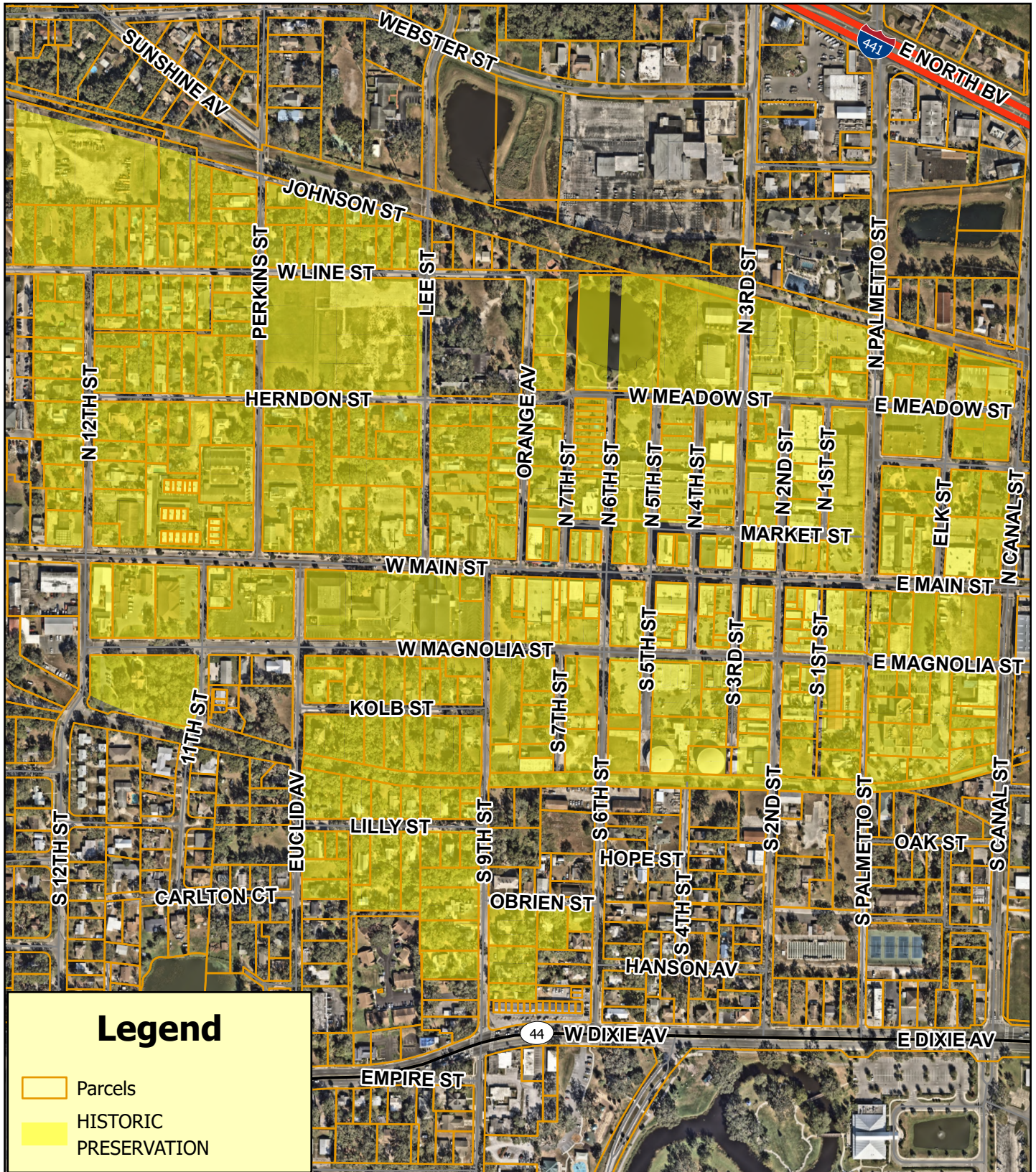


**Planning
& Zoning
Division**

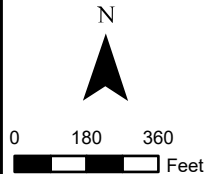


Mobile Food Vendor Ordinance Revision
CBD (Central Business District)
Numerous AK #s
May 12, 2025

Historic Preservation District Locator



**Planning
& Zoning
Division**



Mobile Food Vendor Ordinance Revision
CBD (Central Business District)
Numerous AK #s
May 12, 2025

Proposed Revisions Mobile Food Vendor Ordinance

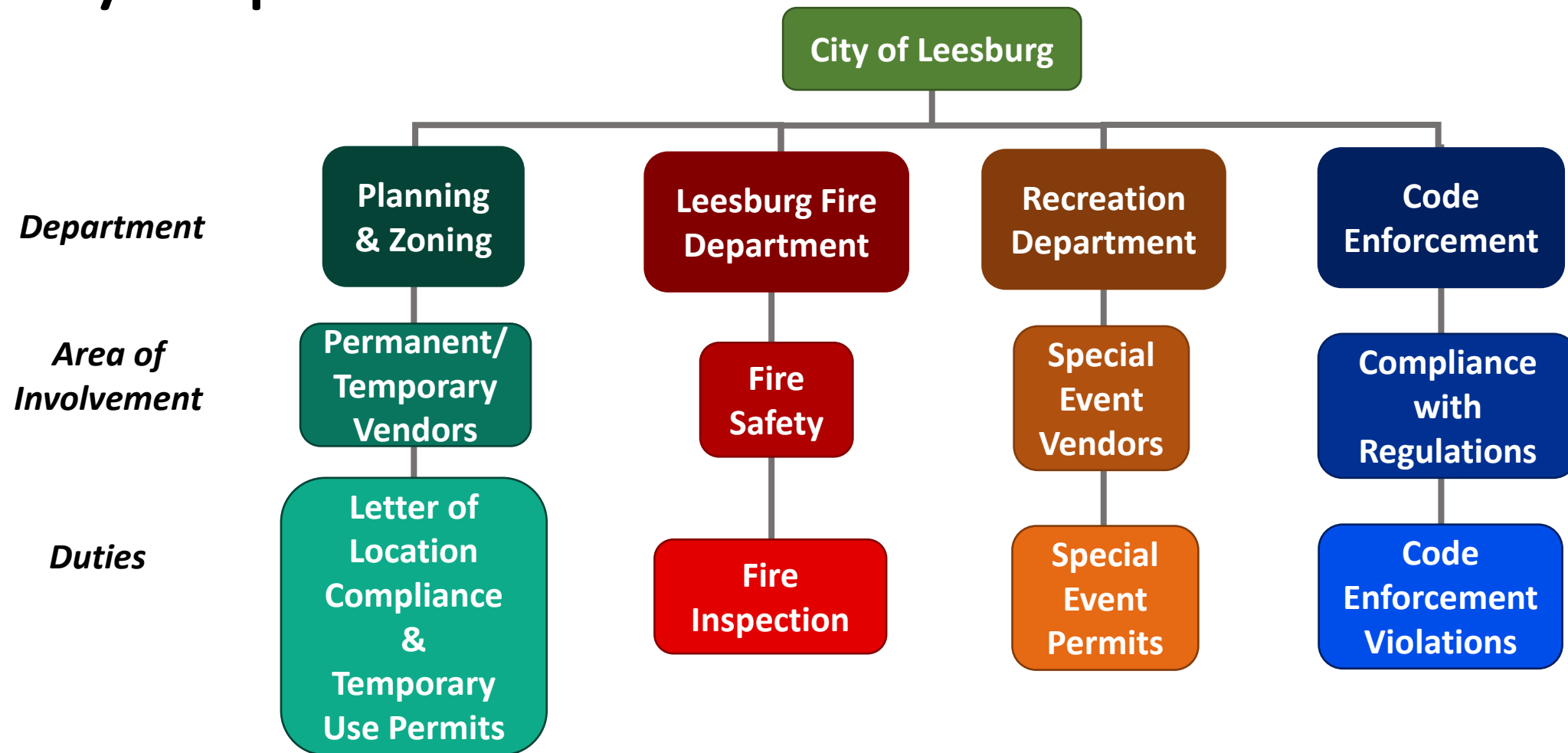
Chapter 25, Section 25-292 (18) - Mobile Food Vending

Per F.S. 509.102 (2023, including Special Session C)



Planning & Zoning Department

City Departments



Summary of F.S. Changes

Per F.S. 509.102 (2023, including Special Session C)...

- Regulation of license, registration, permits, and fees has been preempted to the State
- Local government may not require additional:
 - *License*
 - *Registration*
 - *Permit, or*
 - *Fee*



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Takeaways from F.S. Changes

- **Local government may regulate:** *(F.S. 509.102 (4))*
 - **Location** - *By Zoning District, provided MFV are allowed somewhere within municipal limits*
 - **Time** - *Keep business hours to principal business hours, per F.S. 509.102*
 - **Manner** – *Operating business on-site*
 - **Proof of State-mandated licenses, registrations, permits, insurance** – *Not requiring additional license, registration, permit, or fee*

Proposed City Code Changes



Code Update Goals

1

Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions

2

Clarify Processes and Requirements

1

Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions

- **Revise** existing process and Code Section.
 - *Remove previous permit fee.*
- **Adopt** F.S. 509.102 Definition & DBPR definitions for:
 - *Hot Dog Carts*
 - *Mobile Food Dispensing Vehicles*
- **Add** DBPR licensing requirements to City Code for:
 - *Hot Dog Carts*
 - *Mobile Food Dispensing Vehicle*

2 Clarify Processes and Requirements

- **Outline** Processes in City Code, for:
 - *Staff clarity*
 - *Vendor clarity*
- **Require** a copy of State-mandated:
 - *Licenses*
 - *Registrations*
 - *Insurance*

Mobile Food Vendor Pathways

1

**Location
Compliance
(from the P&Z
Dept.)**

- **1 MFV per property**
- **May Vend year round at 1 location**

2

**Temporary Use
(from the P&Z
Dept.)**

- **Up to 3 MFV per property**
- **May only vend up to 2 consecutive days, 1x per year**

3

**Special Events
(from the
Recreation
Dept.)**

- **Pursuant to Recreation Department Requirements and associated event length**

If Adopted as proposed, Code Update shall...

1 *Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions by...*

- a. Updating non-compliant Code sections.
- b. No longer requiring permitting/registration fees.
- c. Adopting State and DBPR definitions in Code

2 *Clarify Processes and Requirements by...*

- a. Outlining processes in Code for clear expectations.
- b. Requiring copies of State-mandated licenses, registrations, and insurance, for efficiency and public safety.

Summary of Sec. 25-292 (18) Changes – Mobile Food Vendors

Chapter 25, Section 25-292 (18) - Mobile Food Vending

Per F.S. 509.102 (2023, including Special Session C)



Planning & Zoning Department

Summary of Sec. 25-292 (18) Changes

I. Location requirements.

1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
6. Mobile food trucks may not operate within 100 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent.

100-, 200-, and 500-foot Buffers

500-foot Buffer

- Large radius, in this case 4 restaurant conflicts
- Crosses N 14th Street
- Potential for many surrounding conflicts on small parcel areas

Key:

● Mobile Food Vendor

○ 500-foot buffer

▨ Property within 500-foot buffer



100-, 200-, and 500-foot Buffers

200-foot Buffer

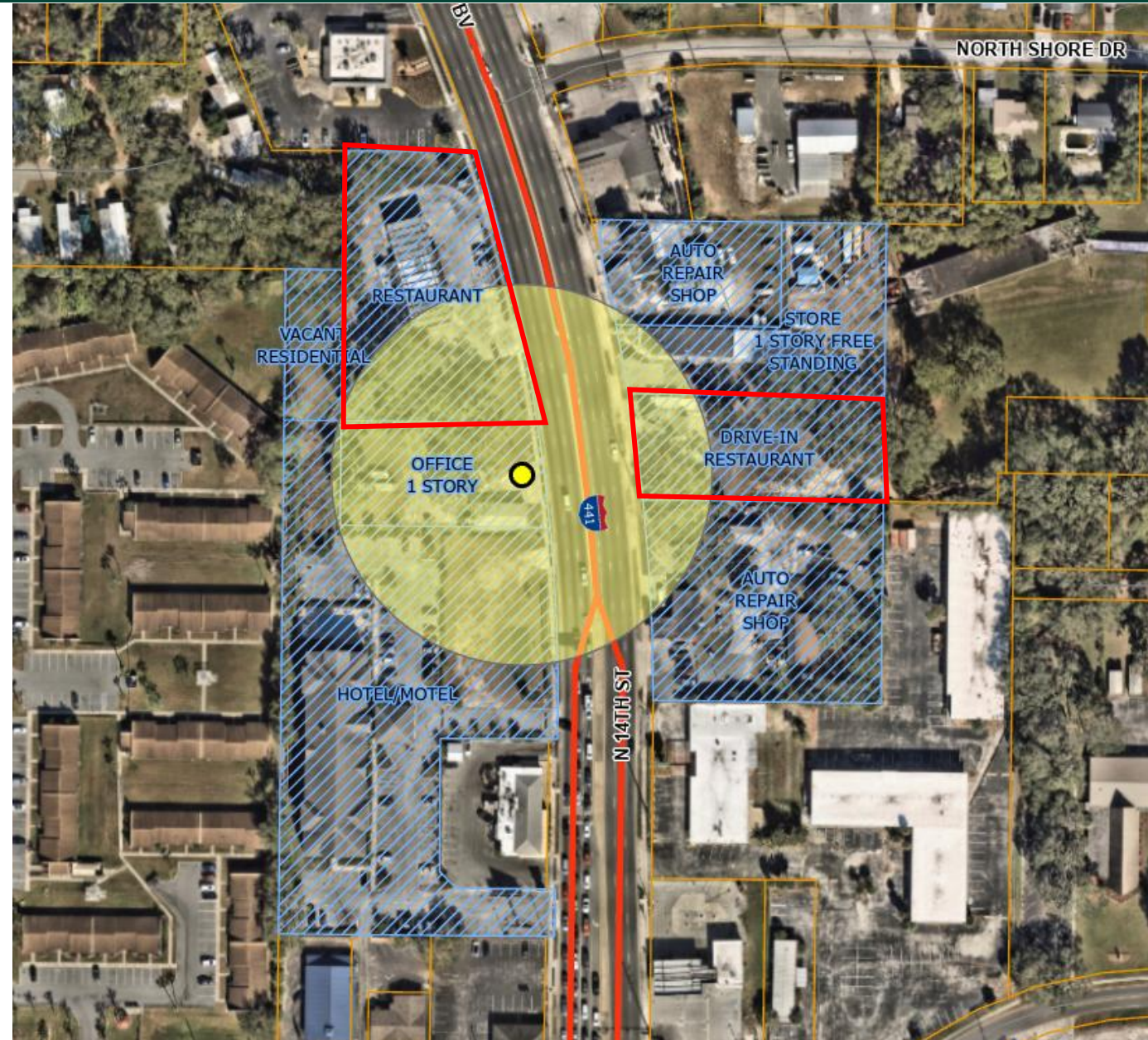
- Medium radius, in this case 2 restaurant conflicts
- Crosses N 14th Street
- Enough radius to cross major streets, but not so much radius to pick up extraneous conflicts
- ***Planning & Zoning's recommendation***

Key:

● Mobile Food Vendor

● 200-foot buffer

▨ Property within 200-foot buffer



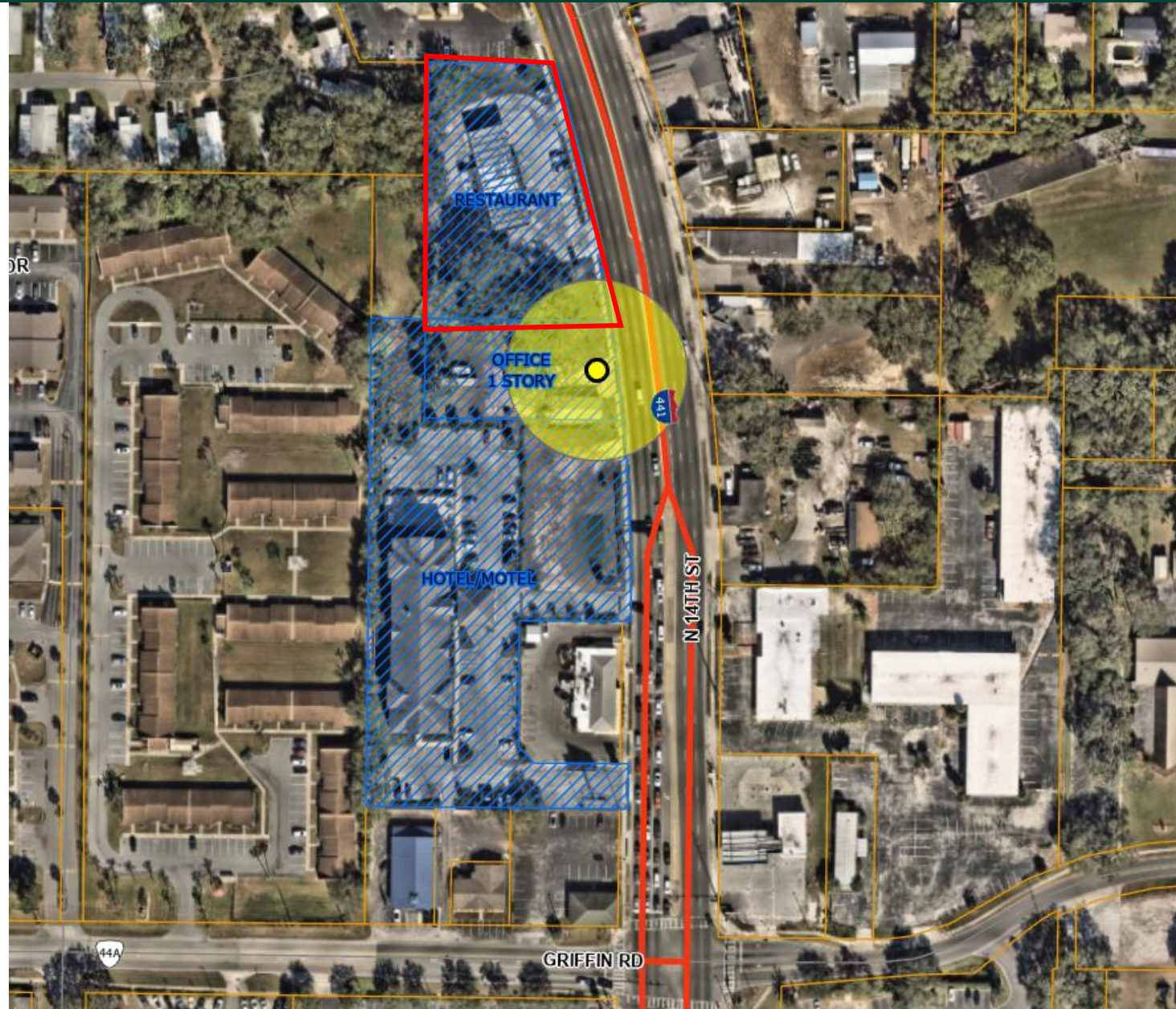
100-, 200-, and 500-foot Buffers

100-foot Buffer

- Small radius, in this case 1 restaurant conflict
- Does not cross N 14th Street
- Highly dependent on where MFV is parked on property

Key:

- Mobile Food Vendor
- 100-foot buffer
- ▨ Property within 100-foot buffer



Summary of Sec. 25-292 (18) Changes

K. Operational standards.

1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight, unless approved under a Special Event Permit. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.

12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

Summary of Sec. 25-292 (18) Changes

L. Grounds for Revocation of Letter of Location Compliance

During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.

Potential “Food Truck Alley” Sites

Site #1 – CR 468

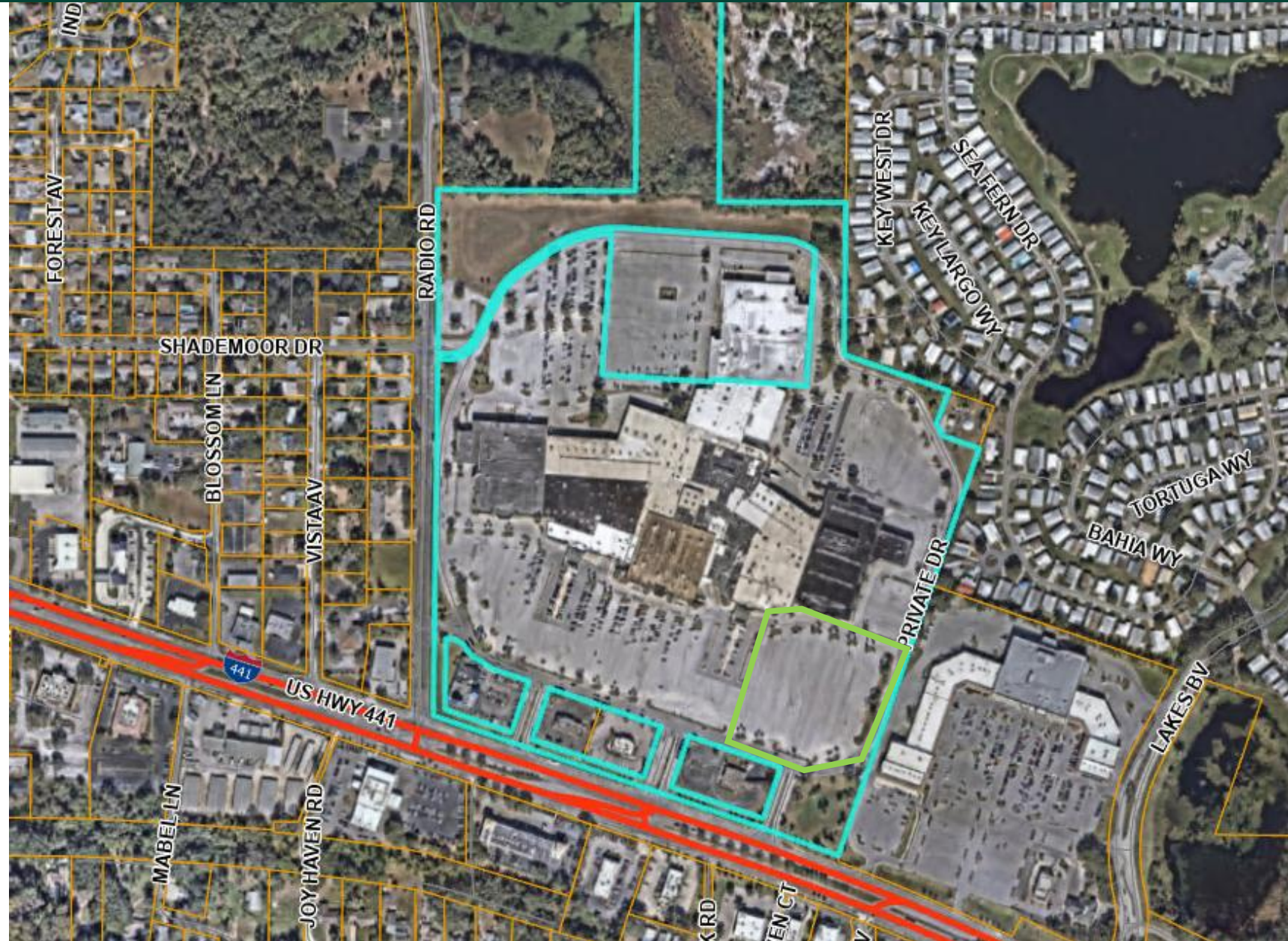
- Portion of City Resource Center Property adjacent to CR 468
- City-owned property
- Would need to work out leases, etc.
- Area lacks restaurant options



Potential “Food Truck Alley” Sites

Site #2 – US 441

- Portion of Lake Square Mall Parking Lot
- Privately-owned property
- Would need to work with property owner
- Off major thoroughfare
- Multiple food trucks on-site discussed by Planning Commission



Potential “Food Truck Alley” Sites

Site #3 – US 27

- Vacant property across Yellow Jacket Way
- Privately-owned property
- Off major thoroughfare
- Would need to work with property owner



Non-Legislative Format – Underlined Changes

CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.
5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the

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most square footage shall be considered the principal business for the purposes of this section.

9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.

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3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of two (2) consecutive days once per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

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4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)
 - d. Have a hand washing sink with a water supply that allows for hand washing while operating

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- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
6. Mobile food trucks may not operate within 200 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent.

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct business at the proposed address from the property owner.
 3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, as amended.

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- c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
- d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
- e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
- f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.

2. Renewal of Location Compliance and Withdrawal of Vending Permission

- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 - 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 - 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
- b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 - 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

- 1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight, unless approved under a Special Event Permit. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.

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2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.
3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.
4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.
5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.
6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.
7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.
8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.
9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted.
10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.
11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food

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truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

L. Grounds for Revocation of Letter of Location Compliance

During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance, license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.
- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.
- i. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

6/11/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –
Legislative Format – Underlined Changes & Strikethrough*

CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

~~*Mobile food unit (MFU)* shall mean a vehicle-mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.~~

5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

6/11/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –*
Legislative Format – Underlined Changes & Strikethrough

7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the most square footage shall be considered the principal business for the purposes of this section.
9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

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1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.
3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of two (2) consecutive days once per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon

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expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)

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- d. Have a hand washing sink with a water supply that allows for hand washing while operating
- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

- 1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
- 2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
- 3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
- 4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
- 5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
- 6. Mobile food trucks may not operate within 200 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent.

Permit and permit fees:

~~Mobile food vending permit fee — Fifty dollars (\$50.00) (as amended).~~

~~Requirements for permitting. Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:~~

~~Name, address and contact information of the vending operator. Name, address and contact information of the property owner. Name, address and contact information of the business owner/manager on duty. A site plan shall be required, providing the following information: Property lines and all existing structures. Adjoining streets. Vendor location and parking area. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines. License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels. Proof of license, registration and insurance of the mobile food vending vehicle.~~

~~A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating: Permission of the property owner to use the property for mobile food vending. Permission~~

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~~from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business. Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per section 22-120 of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal. Fire inspection approval and fire inspection report.~~

~~Indemnification of City of Leesburg; insurance.~~

~~Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit.~~

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct

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- business at the proposed address from the property owner.
3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, as amended.
 - c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
 - d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
 - e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
 - f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.
- 2. Renewal of Location Compliance and Withdrawal of Vending Permission**
- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
 - b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight, unless approved under a Special Event

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Permit. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.

2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.

3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.

4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.

5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.

6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.

~~Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.~~

7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.

~~No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.~~

8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.

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9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted.

10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.

11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

~~Non-compliance. Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.~~

L. Grounds for Revocation of Letter of Location Compliance

During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance,

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license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.

- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.
- i. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

Sec. 25-292**(18) Mobile food vending.**

- a. *Short title.* This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.
- b. *Definitions.* For the purpose of this article, the following terms shall apply:

Central Business District refers to the City of Leesburg's Land Development Regulations, Article XI. Definitions.

City of Leesburg Historic District refers to the City of Leesburg's Code of Ordinances, [Chapter 30](#) - Historic Preservation, [Section 30-2](#), Definitions.

Food means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.

Food service establishment means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

Mobile food unit (MFU) shall mean a vehicle mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.

Mobile food vendor (MFV) shall mean the owner or operator of a food service establishment from a mobile food unit.

Public property shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.

Public sidewalks shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.

Public ways shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the of the City of Leesburg, county, state or federal governments.

Signage refers to City of Leesburg's Land Development Regulations, [Chapter 25](#), Article VI, Sign Regulations.

Temporary food service establishment shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied for and obtained from the City of Leesburg including but not limited to fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically defined area of the municipality for a specified period of time.

- c. *Purpose.* The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg.
- d. *Applicability.*
 1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (age restricted development)

zoning designation.

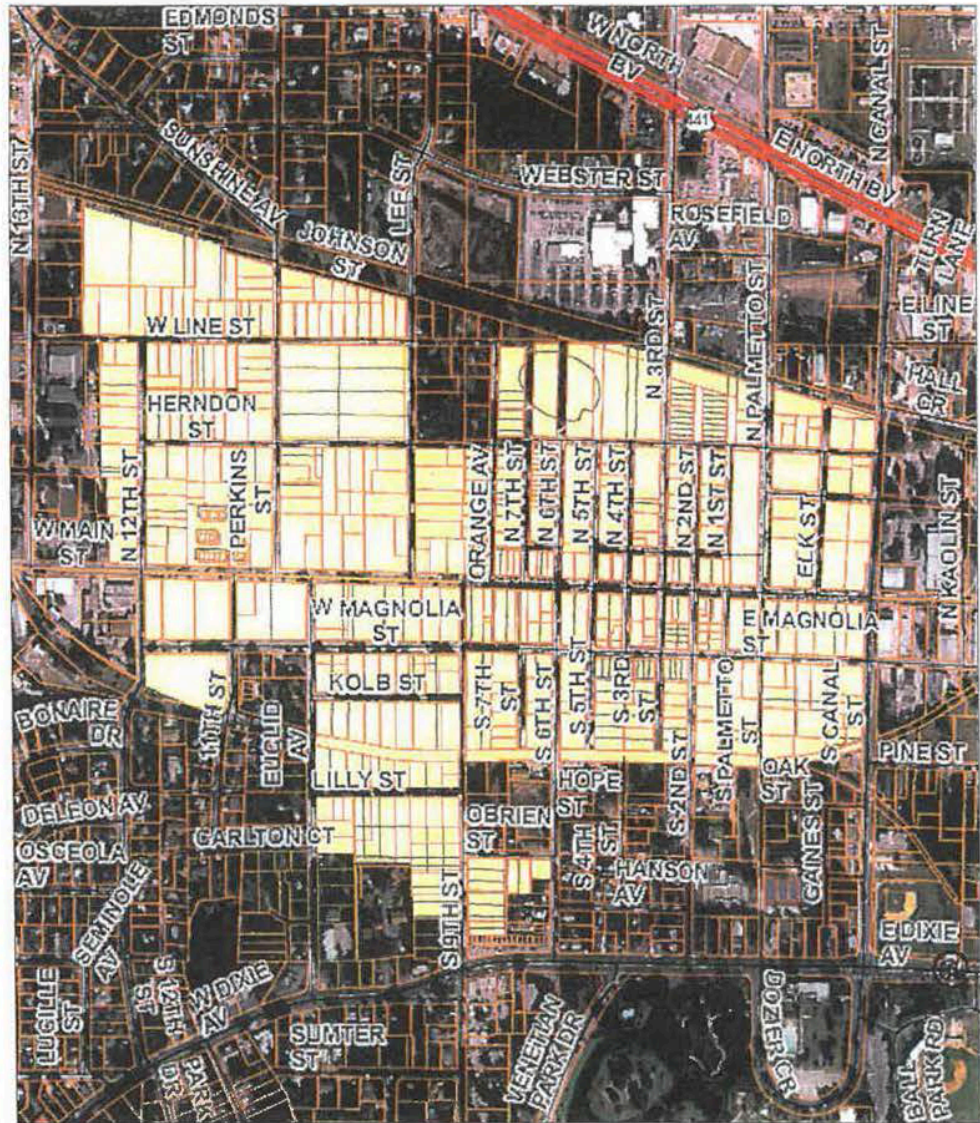
2. This section shall apply to all mobile food vendors and mobile food vending activities, including permitting and operations.
 3. Mobile vending shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this section.
 4. Other vending and or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise.
- e. *Prohibitions.*
1. Mobile food vendors shall not operate in the central business district (downtown) of the City of Leesburg.
 2. Mobile food vendors shall not operate in the historic preservation district of the City of Leesburg.
 3. Mobile food vendors shall not operate on undeveloped property.
 4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection (6) Exemptions.
- f. *Exemptions.*
1. Special events sponsored by the City of Leesburg shall be exempt from the requirements of this subsection.
 2. Special events approved by the City of Leesburg shall be exempt from the requirements of this subsection.
 3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this subsection, shall be exempt from this subsection until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with the City Code of Ordinances and the permit issued to the business. Upon expiration of an existing permanent or temporary vendor permit, the regulations of this section shall prevail, and a new permit application shall be required.
 4. Fully self-contained ice cream and/or food trucks, that meet all locational and operational requirements of this subsection, which remain stationary for no longer than a two (2) hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this subsection.
- g. *Appeals.* The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding mobile food vending permits.
- h. *Location requirements.*
1. Properties eligible for mobile food vending shall be privately owned and have an existing principal business operating in compliance with all applicable provisions of this Code.
 2. The property shall have a zoning district of commercial, industrial or a planned zoning district
 3. The property shall be located outside of both the CBD (central business district) and the historic preservation district of the City of Leesburg.
 4. Mobile food vending shall not be permitted on undeveloped property.
 5. No more than one (1) mobile vendor permit per property shall be permitted.
- i. *Permit and permit fees.*
1. Mobile food vending permit fee—Fifty dollars (\$50.00) (as amended).
- j. *Requirements for permitting.*
1. Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:

- (i) Name, address and contact information of the vending operator.
 - (ii) Name, address and contact information of the property owner.
 - (iii) Name, address and contact information of the business owner/manager on duty.
 - (iv) A site plan shall be required, providing the following information:
 - i. Property lines and all existing structures.
 - ii. Adjoining streets.
 - iii. Vendor location and parking area.
 - iv. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines.
 - (v) License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels.
 - (vi) Proof of license, registration and insurance of the mobile food vending vehicle.
 - (vii) A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating:
 - i. Permission of the property owner to use the property for mobile food vending,
 - ii. Permission from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business.
 - (viii) Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per [section 22-120](#) of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal.
 - (ix) Fire inspection approval and fire inspection report.
- k. *Indemnification of City of Leesburg; insurance.*
- 1. Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.
 - 2. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit. Such proof of insurance shall be provided prior to receiving the permit.

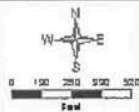
I. *Operational standards.*

1. Mobile food vendors shall limit business-operating hours to the daily business hours of the principal business located on the property. Mobile food vendors operating on private property must remove from the property all mobile food units, vendor equipment and appurtenances of the vending operation, trash caused by or generated from the mobile food vending operation, effluence caused by food preparation, distribution (sales) and/or consumption by the close of business of the principal business each day.
 2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to [section 22-120](#) of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements and other City of Leesburg waste disposal requirements is required.
 3. Mobile food units shall be equipped with a suitable trash container readily accessible to the public, in which the vendor's customers may deposit any litter, trash or waste related to the vendor's business including, but not limited to sales, preparation, and consumption. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the vendor's sales within a one hundred-foot radius.
 4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food-vending unit in operational condition. ^[3]
 5. The temporary storage of mobile food units, equipment and appurtenances must be in accordance with this Code and the City of Leesburg's land development regulations.
 6. Mobile food units shall be self-contained, but may be connected to the City of Leesburg's water service and may utilize electrical power derived from a stationary, permanent power source where explicit, written consent from the principal business owner or operator, City of Leesburg utility customer at the principal business address has been obtained by the mobile food vendor.
 7. Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.
 8. No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.
 9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined to be adversely impacted by the City of Leesburg Police.
 10. The permittee operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- m. *Non-compliance.* Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.

Historic Preservation District



Planning
& Zoning
Division



Historic Preservation District Area Map
Area excluded from Mobile Food Vending Ordinance
January 2017



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CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

~~*Mobile food unit (MFU)* shall mean a vehicle-mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.~~

5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

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7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the most square footage shall be considered the principal business for the purposes of this section.
9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

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1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.
3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of two (2) consecutive days once per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon

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expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)

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- d. Have a hand washing sink with a water supply that allows for hand washing while operating
- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

- 1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance.
- 2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
- 3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
- 4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
- 5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.

~~Permit and permit fees:~~

~~Mobile food vending permit fee—Fifty dollars (\$50.00) (as amended):~~

~~Requirements for permitting: Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:~~

~~Name, address and contact information of the vending operator. Name, address and contact information of the property owner. Name, address and contact information of the business owner/manager on duty. A site plan shall be required, providing the following information: Property lines and all existing structures. Adjoining streets. Vendor location and parking area. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines. License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels. Proof of license, registration and insurance of the mobile food vending vehicle.~~

~~A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating: Permission of the property owner to use the property for mobile food vending, Permission from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business.~~

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~~Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per section 22-120 of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal. Fire inspection approval and fire inspection report.~~

~~Indemnification of City of Leesburg; insurance.~~

~~Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit.~~

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct business at the proposed address from the property owner.
 3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation,

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Hotels and Restaurants Division, as amended.

- c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
- d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
- e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
- f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.

2. Renewal of Location Compliance and Withdrawal of Vending Permission

- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 - 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 - 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
- b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 - 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

- 1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.
- 2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management

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Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.

3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.

4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.

5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.

6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.

~~Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.~~

7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.

~~No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.~~

8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.

9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted.

10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of

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the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.

11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

~~Non-compliance. Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.~~

L. Grounds for Revocation of Letter of Location Compliance

The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance, license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.
- h. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: August 11, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption" for certain multifamily rental units; providing for findings; providing for opt-out; providing for applicability; providing for advertising and notice to the Property Appraiser; providing for no Waiver of Rights; providing for an effective date and expiration; providing for severability and conflicts; and providing for an effective date.

Staff Recommendation:

Approve the ordinance and set a public hearing and second reading.

Analysis:

This ordinance is intended to opt the City out of the Live Local Act tax exemption for the 2026 tax year.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

ORDINANCE 2025-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION” FOR CERTAIN MULTIFAMILY RENTAL UNITS; PROVIDING FOR FINDINGS; PROVIDING FOR OPT-OUT; PROVIDING FOR APPLICABILITY; PROVIDING FOR ADVERTISING AND NOTICE TO THE PROPERTY APPRAISER; PROVIDING FOR NO WAIVER OF RIGHTS; PROVIDING FOR AN EFFECTIVE DATE AND EXPIRATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes, known as the “Live Local Act Property Tax Exemption,” requires property appraisers to exempt qualifying multifamily rental units from ad valorem taxation under certain conditions; and

WHEREAS, Section 196.1978(3)(o), Florida Statutes, permits local taxing authorities to elect not to provide this exemption to units rented to households earning between 80% and 120% of the area median income (AMI), if the latest Shimberg Center for Housing Studies Annual Report shows a surplus of affordable and available units for that income range in the relevant region; and

WHEREAS, the City Commission of the City of Leesburg finds that the 2024 Shimberg Annual Report indicates that a surplus of affordable and available units exists in the Orlando-Kissimmee, Florida Metropolitan Statistical Area (MSA), which includes the City of Leesburg; and

WHEREAS, the City Commission determines that it is in the public interest to opt out of providing the property tax exemption for these units as permitted under state law.

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

Section 1. Recitals. The above recitals are true and correct and are hereby adopted as legislative findings of the City Commission.

Section 2. Opt-Out Election. Pursuant to Section 196.1978(3)(o), Florida Statutes, the City of Leesburg hereby elects not to exempt from ad valorem taxation any units that would

otherwise qualify under Section 196.1978(3)(d)1.a., Florida Statutes, for households earning between 80% and 120% of the AMI.

Section 3. Applicability. This Ordinance applies to all ad valorem tax levies imposed by the City of Leesburg.

Section 4. Notice to Property Appraiser. The City Clerk is directed to provide a copy of this Ordinance to the Lake County Property Appraiser no later than January 1, 2026, and to ensure it has been duly advertised pursuant to Section 50.011(1), Florida Statutes.

Section 5. No Waiver of Rights. The City of Leesburg reserves all rights to challenge the constitutionality or enforceability of the Live Local Act Property Tax Exemption and the methodology used in the Shimberg Annual Report, and this Ordinance shall not be construed as a waiver of such rights.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 7. Conflicts. All ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 8. Effective Date. This Ordinance shall become effective on January 1, 2026, and shall expire on January 1, 2027, unless renewed in accordance with law.

PASSED AND ORDAINED this a two-thirds majority vote of the City Commission of the City of Leesburg, Florida, this _____ day of _____ 2025.

CITY OF LEESBURG, FLORIDA

Alan Reisman, 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, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION” FOR CERTAIN MULTIFAMILY RENTAL UNITS; PROVIDING FOR FINDINGS; PROVIDING FOR OPT-OUT; PROVIDING FOR APPLICABILITY; PROVIDING FOR ADVERTISING AND NOTICE TO THE PROPERTY APPRAISER; PROVIDING FOR NO WAIVER OF RIGHTS; PROVIDING FOR AN EFFECTIVE DATE AND EXPIRATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; 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):

This ordinance exercises the City's authority under Section 196.1978(3)(o), Florida Statutes, to opt out of granting a property tax exemption to multifamily rental units rented to households earning between 80% and 120% of AMI, based on a determination that a surplus of such units exists in the Metropolitan Statistical Area (MSA) per the most recent Shimberg Center Annual Report.

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.

The ordinance may impact multifamily rental property owners and developers that may have otherwise qualified for the 2026 property tax exemption under the Live Local Act. The ordinance does not affect commercial or non-residential businesses, small businesses, or individual residential landlords outside the scope of the statute.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible.

There are no direct compliance costs imposed on businesses by this ordinance. Property owners who would have otherwise applied for the exemption may experience a foregone tax benefit, but are not required to undertake any new administrative or compliance burdens.

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs.

Given the limited scope of the ordinance and its basis in a statutory election to opt out, no less costly regulatory alternative is available or required. The City is acting within the narrow authority granted by statute.

This ordinance does not impose new regulations, fees, or operational restrictions on businesses. It removes a potential tax exemption that would otherwise reduce ad valorem taxes for certain multifamily property owners. However, such impact is limited only to owners seeking the exemption for qualifying units within the specified income bracket and does not affect existing property rights or operational practices.

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):

Pursuant to Section 166.041(4)(c), Florida Statutes, this ordinance is exempt from the Business Impact Estimate requirement because it:

- **Is required to implement the terms of a federally mandated program without discretionary authority by the City; or**
- **Is anticipated to have no impact on businesses, or any such impact is de minimis; or**
- **Does not impose any new regulatory costs on businesses as defined by the statute.**

The City declares that this ordinance qualifies for exemption from a detailed Business Impact Estimate under the above criteria.



Shimberg Center for Housing Studies

2024 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

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INTRODUCTION

Home prices and rents in Florida held steady in 2023 and 2024 following rapid growth in the preceding years. The state continued to increase its single family supply, particularly in fast-growing Central and West Central counties, although sales volume continued a two-year downward trend. The multifamily stock also continued to grow, with new rental developments coming online in urban centers and fast-growing mid-sized counties.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. The report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households. Additional data on housing supply and needs at the city, county, and state level can be found in the Florida Housing Data Clearinghouse, <http://flhousingdata.shimberg.ufl.edu>.

The report also summarizes the Shimberg Center's 2024 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

HOUSING SUPPLY AND PRODUCTION

Florida’s single family home inventory reached nearly 5.9 million homes in 2024. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner’s primary residence rather than as second homes, vacation homes, or rental properties.

Multifamily rental developments provide 1.7 million units. Three-quarters of these are located in developments with 10 or more units. One-quarter are located in 2-9 unit properties, mostly duplexes. The state has 1.6 million condominium units. Only 37 percent are homesteaded, indicating that most condominiums are second homes, vacation units, or rentals.

Mobile homes on their own parcels make up approximately 437,000 units, of which just over half are homesteaded. These are individually owned parcels that are distinct from the state’s 2,293 licensed mobile home parks with 290,885 lots for rent.

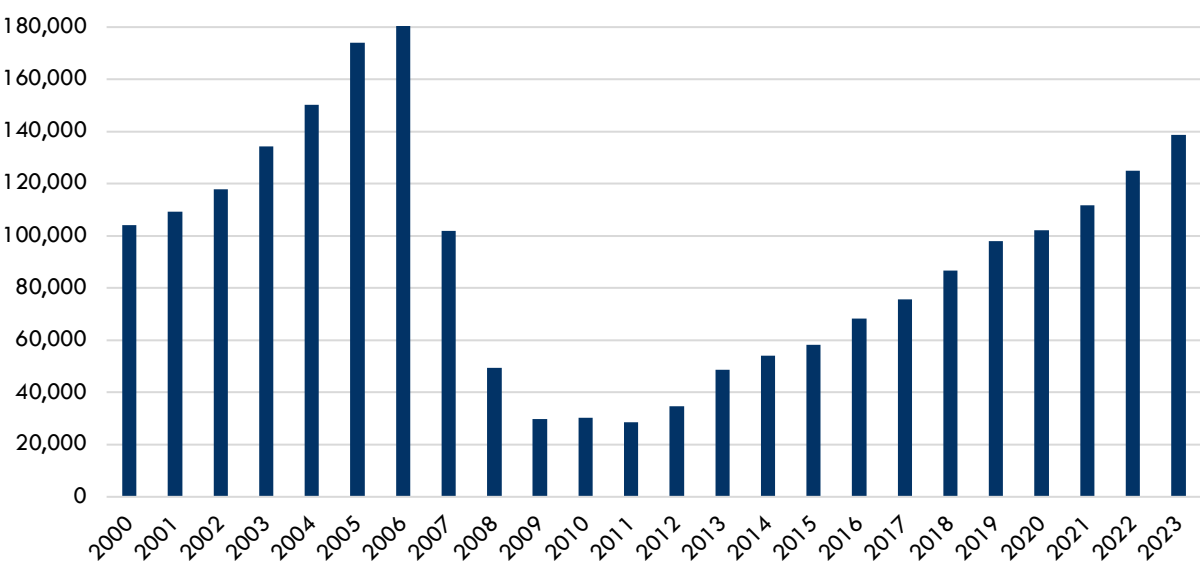
Table 1. Florida Housing Supply, 2024

Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,875,709 parcels • 4,152,269 homesteaded (71%)	• 1,609,542 parcels • 597,304 homesteaded (37%)	• 436,883 parcels • 227,998 homesteaded (52%)	• 156,868 parcels with 408,210 units • 32,880 homesteaded (21%)	• 15,578 parcels with 1,288,421 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

Single family home production has increased steadily over the past decade. Florida produced 138,717 single family homes in 2023, the last full year for which data is available. Production levels have been increasing by approximately 10 percent each year.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File

Lee County led the state in construction with 10,702 new homes, followed by a group of counties stretching across Central and West Central Florida: Polk, Pasco, Lake, Osceola, and Manatee.

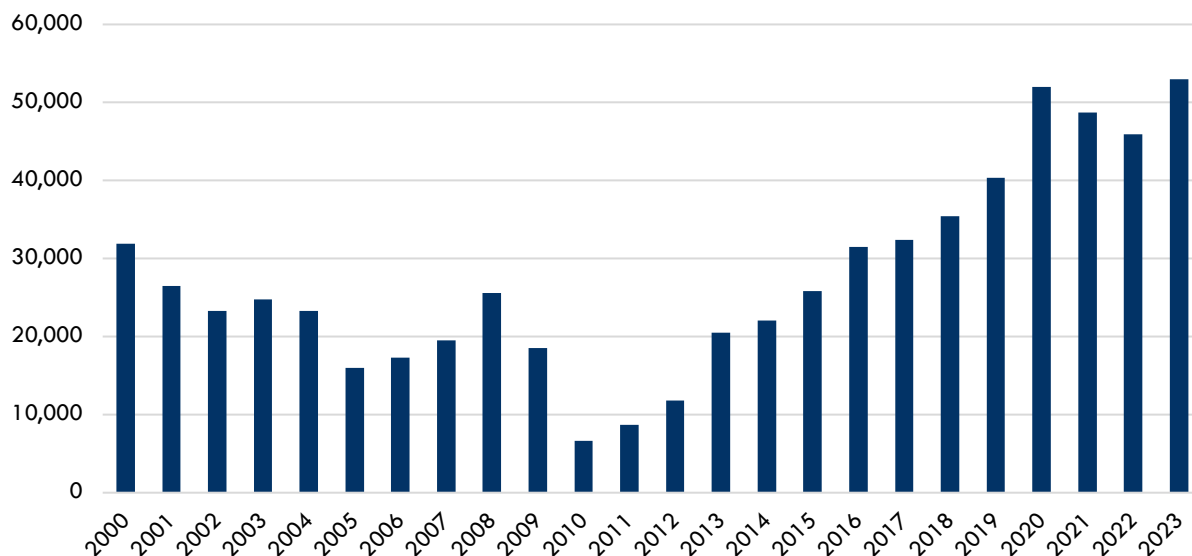
Table 2. New Single Family Homes Built, Top Ten Counties, 2023

County	Single Family Homes Built
Lee County	10,702
Polk County	9,380
Pasco County	8,071
Lake County	7,783
Manatee County	6,511
Osceola County	6,279
Marion County	6,245
Hillsborough County	6,150
St. Johns County	5,565
Sarasota County	5,362

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

Multifamily production continued at the strong pace that began in 2020. In 2023, Florida added 354 multifamily developments with 10 or more units, for a total of 50,547 new apartments, and 1,199 smaller multifamily developments (2,467 units).

Figure 2. Multifamily Units by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File. Unit totals may be undercounts due to missing or incomplete data for a small number of counties.

Multifamily development was concentrated in Florida's large urban counties and in other fast-growing counties including Polk, Lee, Manatee, and St. Johns.

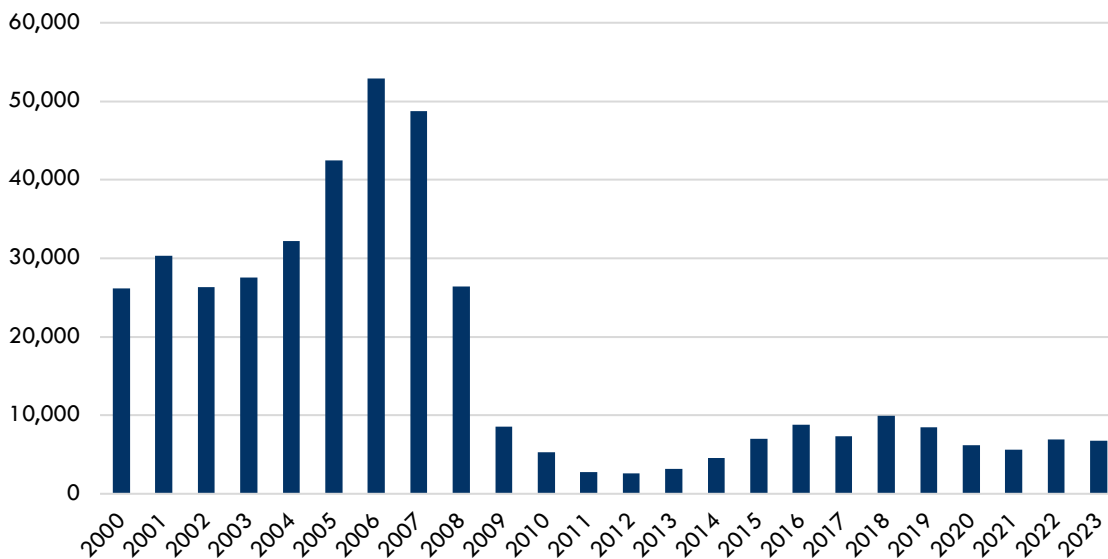
Table 3. New Multifamily Units Built, Top Ten Counties, 2023

County	Multifamily Units Built
Orange County	8,346
Miami-Dade County	6,814
Broward County	4,722
Hillsborough County	3,047
Polk County	2,811
Lee County	2,784
Duval County	2,735
Palm Beach County	2,552
Manatee County	1,861
St. Johns County	1,609

Source: Florida Department of Revenue, Name-Address-Legal File.

In contrast, condominium construction continued to be modest. The state added 6,791 newly built condominiums in 2023, a third of which were located in Miami-Dade County. This level of production was consistent with construction levels in recent years but far below the 2005-2007 peak, when the state was building 40,000-50,000 condominium units per year.

Figure 3. Condominiums by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File

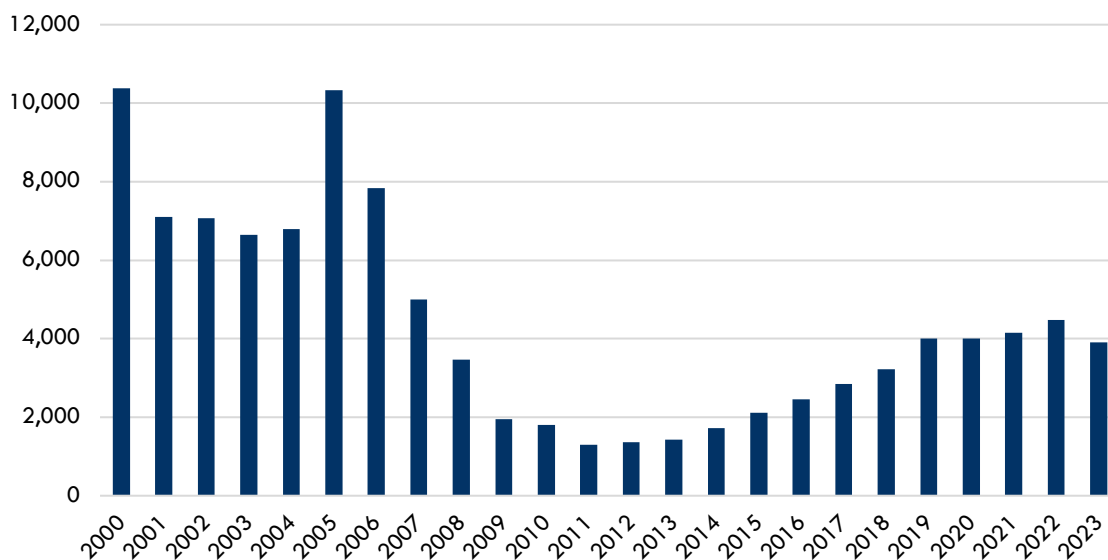
Table 4. New Condominium Units Built, Top Ten Counties, 2023

County	Condominium Units Built
Miami-Dade County	2,437
Collier County	776
Lee County	625
Charlotte County	565
Pinellas County	396
Palm Beach County	357
Sarasota County	325
Osceola County	172
Broward County	152
Brevard County (tie)	122
Hillsborough County (tie)	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile home production slowed slightly in 2023. The state added 3,911 mobile homes on individual parcels in 2023. Again, this does not include homes in mobile home parks.

Figure 4. Mobile Homes by Year Added, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

New mobile homes made a small contribution to the fast growing housing stock in Lee, Marion, Pasco, and Polk Counties, as well as several rural counties.

Table 5. New Mobile Homes Added, Top Ten Counties, 2023

County	Mobile Homes Built
Lee County	224
Marion County	213
Pasco County	173
Levy County	167
Bay County	165
Walton County	160
Putnam County	159
Citrus County	148
Polk County	137
Suwannee County	126

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

ASSISTED HOUSING INVENTORY

Assisted housing helps close the affordable housing gap for Florida's renters. Assisted housing refers to rental housing developments that receive public subsidies in exchange for limits on tenant incomes and rents. Florida's assisted housing stock consists of 3,078 developments with 315,504 affordable rental homes. Of these, 2,848 developments with 290,836 assisted (income and rent limited) units are in operation. An additional 230 properties with 24,668 assisted units are funded and in the development pipeline.

The assisted housing inventory is made up of public housing units and a much larger supply of privately owned rental developments funded by Florida Housing Finance Corporation (Florida Housing), U.S. Department of Housing and Urban Development's multifamily office (HUD), U.S. Department of Agriculture's Rural Development programs (USDA RD), and local housing finance authorities (LHFAs).

In 2023 and 2024, Florida added 88 assisted rental developments with 9,157 affordable units to the development pipeline. Table 6 shows the characteristics of the new and forthcoming affordable housing developments.

Thirty-eight percent of units are located in developments reserving some or all units for elders, homeless individuals and families, persons with disabilities, or farmworkers. Most units (81 percent) are one or two bedroom apartments. Sixty-two percent of units are targeted toward households at 60 percent of area median income (AMI), and an additional 20 percent have income targets of 50 percent AMI or lower.

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2023-2024

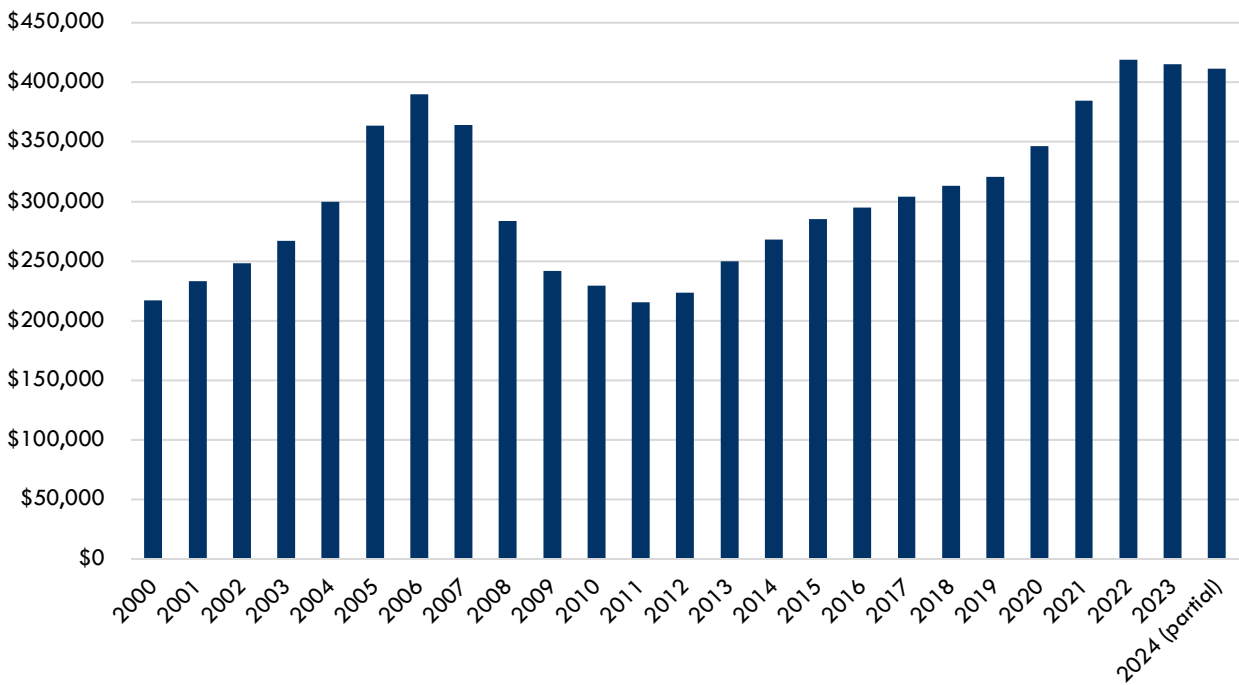
		Developments	Units	% of Units
Total Developments 2023-2024		88	9,157	-
County Size	Large	53	6,342	69%
	Medium	28	2,508	27%
	Small	7	307	3%
Target Population	Family	44	4,906	54%
	Elderly	27	2,822	31%
	Family; Link	8	764	8%
	Elderly; Family; Link	2	220	2%
	Homeless	2	145	2%
	Elderly; Family	1	144	2%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
	Homeless; Persons with Disabilities	1	50	1%
	Persons with Disabilities	1	22	0.2%
	not avail.	1	12	0.1%
Bedroom Count	0 BR	-	440	5%
	1 BR	-	4,160	45%
	2 BR	-	3,281	36%
	3 BR	-	887	10%
	4 or more BR	-	92	1%
	Not Avail.	-	297	3%
Income & Rent Limits	<=35% AMI	-	1,017	11%
	40-50% AMI	-	827	9%
	55-60% AMI	-	5,632	62%
	65-80% AMI	-	1,669	18%
	Not Avail.	-	12	0.1%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Median home prices in Florida held steady during 2022-2024, following rapid growth in the prior two years. The statewide median single family home price reached \$411,600 in the first half of 2024. Adjusted for inflation, median prices in the past three years are well above the previous peaks in the mid-2000s.

Figure 5. Median Single Family Home Sale Price (2024 \$), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Median home prices in the first half of 2024 ranged from the upper \$100,000s in rural North Florida counties to over \$750,000 in coastal counties with strong luxury and second home markets.

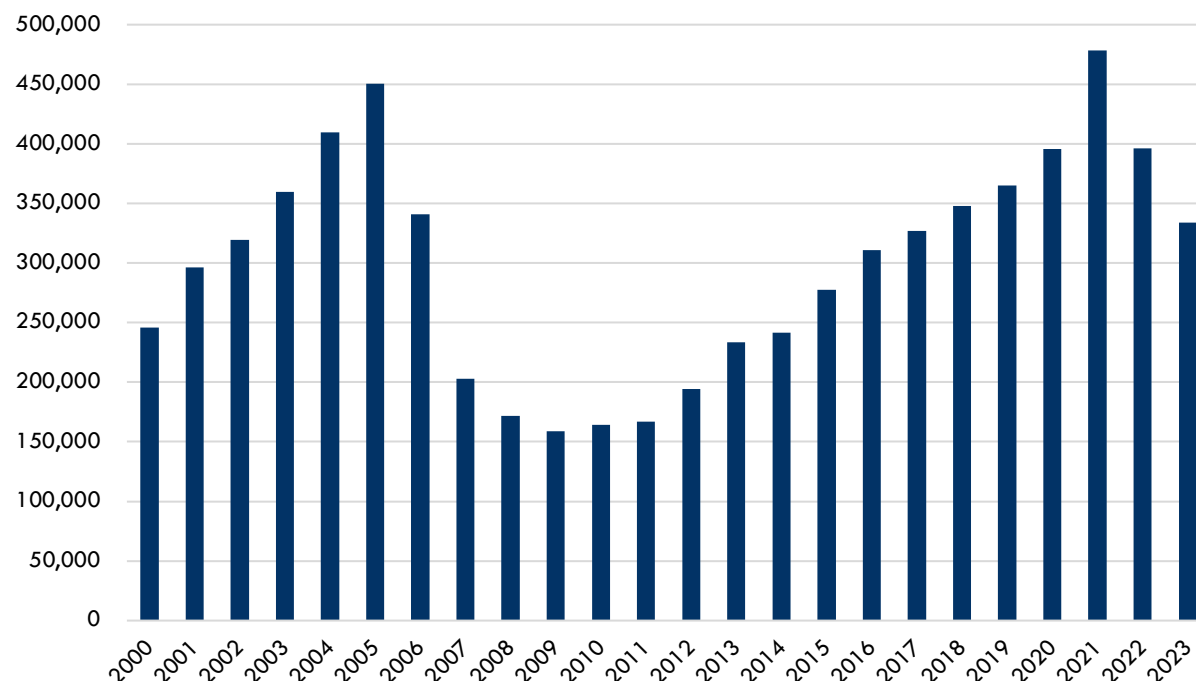
Figure 6. Florida Counties by Median Single Family Home Price, Q1-2 2024

<u>\$150,000-199,999</u>	<u>\$200,000-249,999</u>	<u>\$250,000-299,999</u>	<u>\$300,000-349,999</u>
Holmes	Bradford	Baker	Alachua
Jackson	Calhoun	Citrus	Clay
Taylor	Dixie	Columbia	Duval
	Gadsden	DeSoto	Hendry
	Hamilton	Escambia	Hernando
	Hardee	Gilchrist	Leon
	Liberty	Glades	Okaloosa
	Madison	Highlands	Pasco
	Putnam	Jefferson	Polk
	Washington	Lafayette	Union
		Levy	Volusia
		Marion	
		Okeechobee	
		Suwannee	
		Wakulla	
<u>\$350,000-399,999</u>	<u>\$400,000-499,999</u>	<u>\$500,000-749,999</u>	<u>\$750,000-1,000,000+</u>
Bay	Gulf	Broward	Collier
Brevard	Hillsborough	Franklin	Monroe
Charlotte	Indian River	Manatee	Walton
Flagler	Lee	Martin	
Lake	Nassau	Miami-Dade	
Osceola	Orange	Palm Beach	
Santa Rosa	Pinellas	St. Johns	
St. Lucie	Sarasota		
Sumter	Seminole		

Source: Florida Department of Revenue, Sales Data File

Single family sales volume continued to drop from its 2021 peak. Statewide, there were 333,655 single family sales in 2023, the last full year for which data is available.

Figure 7. Number of Single Family Home Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Home sales volume was higher in counties with significant new single family construction activity, including Hillsborough, Lee, Polk and Pasco Counties. Sales volume was also higher in the populous Southeast Florida counties and Orange County. Nevertheless, on average 2023 sales were down by 16 percent over 2022 in the top ten counties.

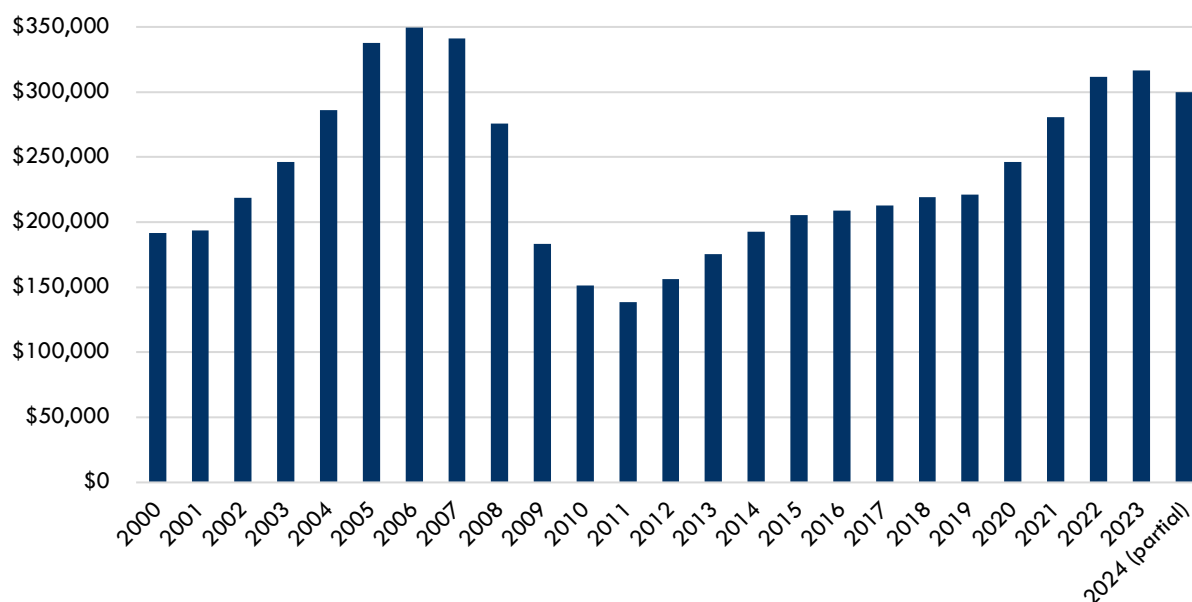
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2023

County	Single Family Sales
Hillsborough	20,732
Lee	18,487
Polk	17,650
Broward	17,252
Orange	16,702
Pasco	15,623
Duval	15,323
Palm Beach	14,925
Brevard	12,512
Miami-Dade	12,345

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

Condominium sale prices held fairly steady following a rise in 2021-2022. The statewide median condominium price in the first half of 2024 was \$300,000. Q1-2 2024 median condominium prices were far higher in smaller coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price \$730,000), Walton (\$665,000), and Nassau (\$635,000).

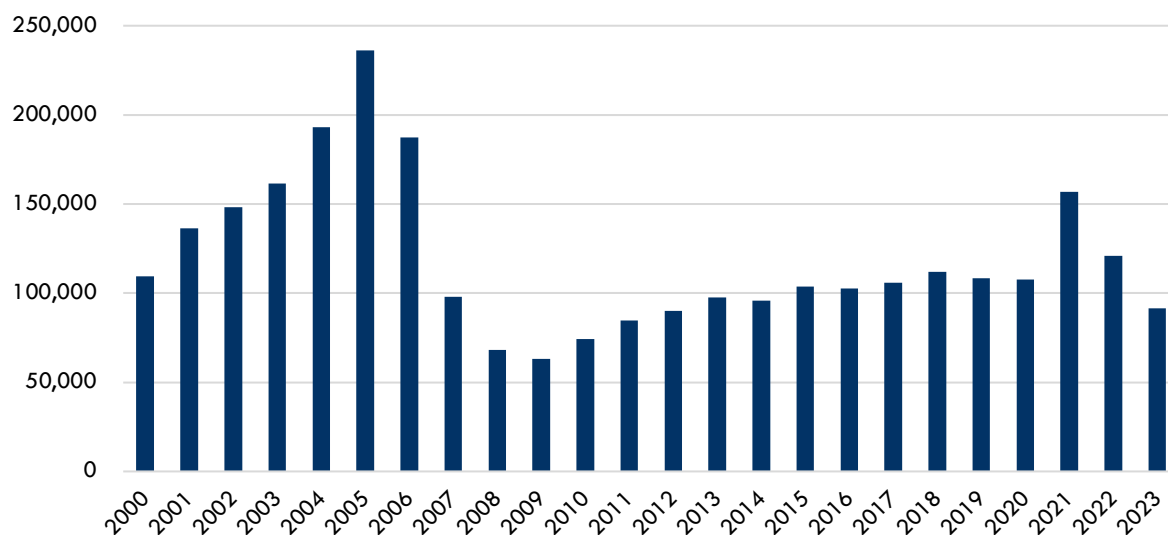
Figure 8. Median Condominium Sale Price (2024 \$), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Condominium sales volume has held relatively steady around 100,000 sales per year in the past decade, with the exception of a spike above 150,000 in 2021. Statewide, there were 91,439 condominium sales in 2023, a slight drop from the pre-2021 norm and a significant decline from the 2021 peak.

Figure 9. Number of Condominium Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Overall, condominium sales were concentrated in larger coastal counties and Orange County. Nearly half of the state's sales in 2023 took place in the three Southeast Florida counties: Miami-Dade (19,117), Broward (13,794), and Palm Beach (11,019). As Figure 9 shows, condominium sales have been declining; sales in the ten most active counties fell by 25 percent in 2023 compared to 2022.

Table 8. Number of Condominium Sales, Top Ten Counties, 2023

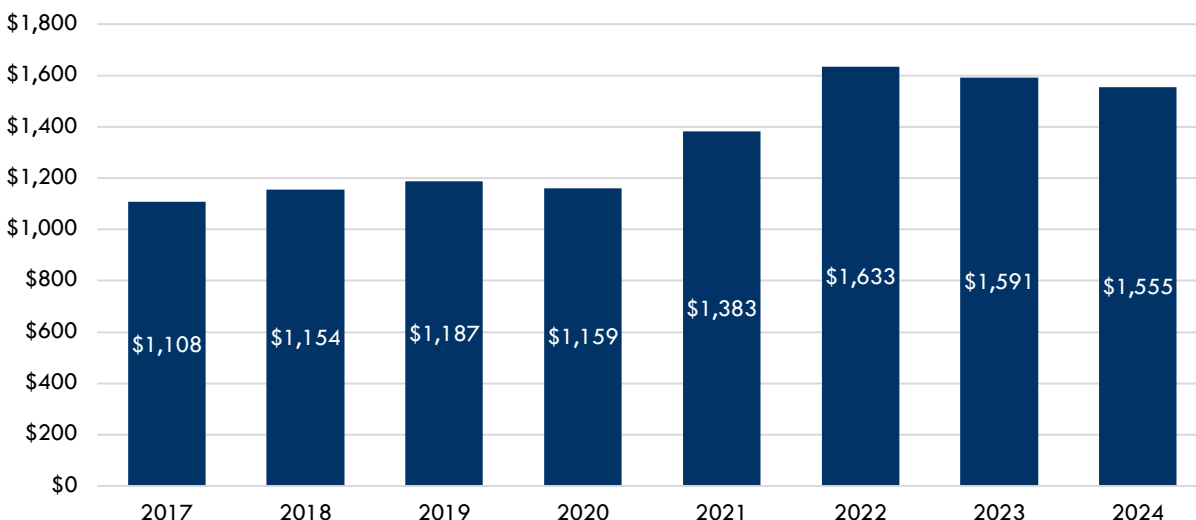
County	Condominium Sales
Miami-Dade	19,117
Broward	13,794
Palm Beach	11,019
Pinellas	6,329
Collier	5,184
Lee	4,258
Sarasota	3,204
Orange	3,081
Hillsborough	2,484
Manatee	2,235

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

Florida rents increased steeply between 2020 and 2022, then stabilized close to these higher levels in 2023-2024. Apartment List estimates that median gross rents for housing seekers in Florida increased 41 percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was \$1,555 in July 2024, a five percent drop from the 2022 median of \$1,633 but still well above 2017-2020 levels.

Figure 10. Apartment List Median Rent Estimates, Florida, 2017-2024



Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities. All rent figures refer to July estimates for a given year.

Apartment List provides median rent estimates for 26 of Florida's 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2024.

Table 9. Median Rent, Top Five Counties, July 2024

County	Median Rent	Increase since July 2020
Miami-Dade County, FL	\$1,841	44%
Palm Beach County, FL	\$1,827	39%
Broward County, FL	\$1,794	38%
Collier County, FL	\$1,699	47%
Sarasota County, FL	\$1,642	31%

Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 883,863 low-income, cost burdened renters in Florida. Sixty-two percent of these households live in Florida's nine large counties (population 825,000 or more); 35 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by County in Florida, 2024 Estimates

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,116	94,550	32%	11%
Duval	178,142	54,414	31%	6%
Hillsborough	231,166	67,465	29%	8%
Lee	97,615	28,416	29%	3%
Miami-Dade	482,612	130,628	27%	15%
Orange	238,714	69,808	29%	8%
Palm Beach	202,297	63,315	31%	7%
Pinellas	150,328	43,261	29%	5%
Large Total	1,876,990	551,857	29%	62%
Medium				
Alachua	30,863	11,854	38%	1%
Bay	25,043	6,384	25%	1%
Brevard	72,809	24,866	34%	3%
Charlotte	18,202	6,377	35%	1%
Citrus	13,469	3,942	29%	0.4%
Clay	22,719	6,083	27%	1%
Collier	43,670	14,208	33%	2%
Escambia	47,394	12,210	26%	1%
Flagler	11,962	4,434	37%	1%
Hernando	17,737	5,534	31%	1%
Highlands	11,074	2,816	25%	0.3%
Indian River	18,191	4,543	25%	1%
Lake	45,515	15,770	35%	2%
Leon	35,821	11,920	33%	1%
Manatee	54,366	15,156	28%	2%
Marion	42,453	12,203	29%	1%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Martin	16,597	5,731	35%	1%
Nassau	7,633	1,769	23%	0.2%
Okaloosa	30,821	7,241	23%	1%
Osceola	55,722	19,071	34%	2%
Pasco	66,826	17,140	26%	2%
Polk	92,291	22,249	24%	3%
Santa Rosa	16,456	3,537	21%	0.4%
Sarasota	51,468	14,204	28%	2%
Seminole	68,019	19,089	28%	2%
St. Johns	24,760	6,646	27%	1%
St. Lucie	37,401	11,715	31%	1%
Sumter	10,104	3,599	36%	0.4%
Volusia	68,042	18,166	27%	2%
Medium Total	1,057,428	308,457	30%	35%
Small				
Baker	2,122	492	23%	0.1%
Bradford	2,423	611	25%	0.1%
Calhoun	1,056	254	24%	0.03%
Columbia	7,688	1,939	25%	0.2%
DeSoto	3,358	854	25%	0.1%
Dixie	1,304	329	25%	0.04%
Franklin	1,235	297	24%	0.03%
Gadsden	4,705	1,132	24%	0.1%
Gilchrist	1,081	273	25%	0.03%
Glades	875	268	31%	0.03%
Gulf	1,355	326	24%	0.04%
Hamilton	1,269	265	21%	0.03%
Hardee	2,491	633	25%	0.1%
Hendry	4,435	1,359	31%	0.2%
Holmes	1,757	302	17%	0.03%
Jackson	4,679	1,126	24%	0.1%
Jefferson	1,384	333	24%	0.04%
Lafayette	597	125	21%	0.01%
Levy	3,844	970	25%	0.1%
Liberty	598	144	24%	0.02%
Madison	1,836	384	21%	0.04%
Monroe	14,267	3,862	27%	0.4%
Okeechobee	3,975	1,218	31%	0.1%
Putnam	7,487	2,010	27%	0.2%
Suwannee	4,348	909	21%	0.1%

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Taylor	2,009	420	21%	0.05%
Union	1,343	339	25%	0.04%
Wakulla	2,566	617	24%	0.1%
Walton	8,154	1,400	17%	0.2%
Washington	2,083	358	17%	0.04%
Small Total	96,324	23,549	24%	3%
State Total	3,030,742	883,863	29%	100%

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Elderly Households

Statewide, over 346,000 low-income, cost burdened renter households are headed by someone age 55 or older, including nearly 105,000 households age 75+ households. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by Age of Householder and Region, Florida, 2024

Planning and Service Area	Age of Householder				Total	% Age 55 or Older
	15-54	55-74	75-84	85 or Older		
1) Escambia, Okaloosa, Santa Rosa	15,521	4,869	1,564	1,182	23,136	33%
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	17,400	5,809	1,256	(X)	24,465	29%
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	34,734	17,572	4,524	2,390	59,220	41%
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	58,021	25,460	6,848	3,728	94,057	38%
5) Pasco, Pinellas	32,437	18,518	6,980	2,593	60,528	46%
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,629	29,872	6,661	3,078	106,240	37%
7) Brevard, Orange, Osceola, Seminole	94,116	28,087	6,313	3,486	132,002	29%
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	34,581	21,088	8,855	4,657	69,181	50%
9) Indian River, Martin, Palm Beach, St. Lucie	48,145	24,739	6,412	6,084	85,380	44%
10) Broward	57,576	25,001	9,032	2,941	94,550	39%
11) Miami, Monroe	77,809	40,741	11,433	4,507	134,490	42%
State Total	536,969	241,756	69,878	34,646	883,249	39%

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas. Student-headed, non-family households are excluded. Totals may differ slightly from Table 10 due to rounding. (X) indicates value that is not statistically significant.

Persons with Disabilities

Nearly one-third of the state's cost burdened, low-income renter households include at least one person with a disability—an estimated 278,031 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,222 of the cost burdened renter households include children with disabilities, including 8,970 that have at least one adult and one child with a disability.

Table 12. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2024

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	82,529
Householder Age 55 or Older, Adult(s) with a Disability in the Household	163,280
Child(ren) with a Disability in the Household	23,252
Child(ren) and Adult(s) with Disabilities in the Household	8,970
Total	278,031

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Persons with Special Needs

Florida's special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. [409.1451](#) (5); a survivor of domestic violence as defined in s. [741.28](#); or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. (Section 420.0004 (13), Florida Statutes)

Combining several data sources, we estimate that 103,335 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2024

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income ($\leq 60\%$ AML), cost burdened ($>40\%$) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	93,720	U.S. Census Bureau, 2023 American Community Survey Public Use Microdata Sample; 2024 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	7,147	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2022-6/30/2023. Based on 12,836 individuals receiving shelter and previous year's estimated average household size of 1.8 persons (total recipients divided by adult recipients).
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021. ¹
Total			103,335

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them.

An “affordable” unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.² Many “affordable” units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts. Specifically, an “affordable/available” unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AML. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AML group also appear in all of the other groups.

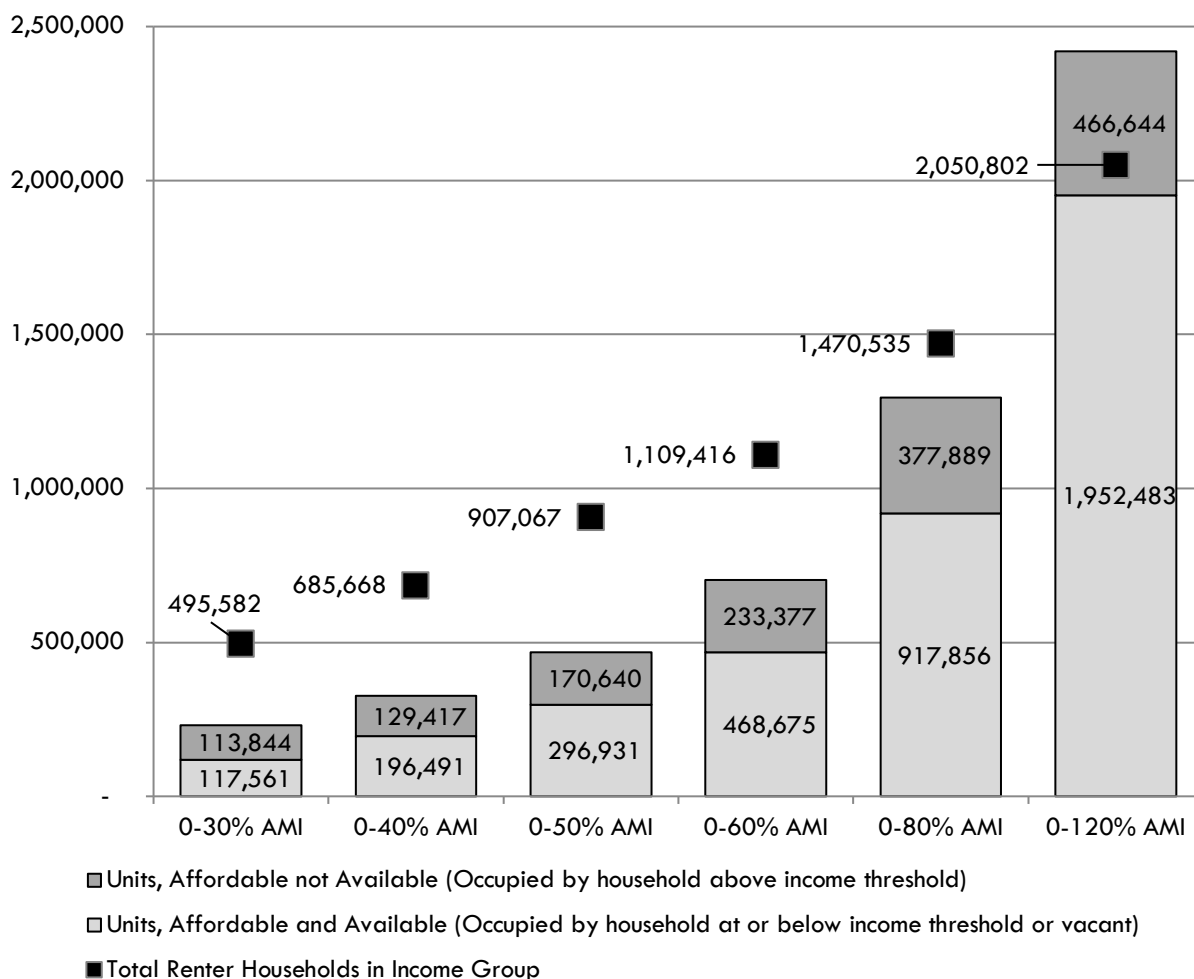
Figure 11 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

¹ Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

² For more information about the affordable/available method and affordability thresholds, see the 2022 *Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 11. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2023



Source: Shimberg Center tabulation of U.S. Census Bureau, 2023 American Community Survey. Student-headed, non-family households and substandard units are excluded.

Figure 11 shows that for the 0-30 through 0-80 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households, leaving a gap of 98,319 affordable and available units.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the [Florida Housing Data Clearinghouse](#) under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center also provides county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the [Shimberg Center's website](#).

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts. The Center also is co-sponsoring an Heirs Property research center in collaboration with the Center for Governmental Responsibility in the UF Levin College of Law. The research center was launched in 2024 to develop legislative and regulatory solutions to heirs property loss.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, and our peers at University of Florida and other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

This year, the Shimberg Center collaborated with a wide range of University of Florida engineering, environmental, planning, and health science faculty on the JaxTwin project, an initiative to develop a "Digital Twin" for Jacksonville. The project is designed to provide real-time insights and scenario planning tools to help city leaders address infrastructure, health, housing, economic, and environmental challenges. The project resulted in a suite of datasets to identify water quality systems, healthcare utilization hotspots, and coastal flood hazard impacts, as well as a set of virtual and augmented reality tools for built environment visualization.

The Center is working with the University of Nebraska and Texas A&M Agrilife Extension to examine the disaster impact of windstorms on farms and agricultural areas and provide guidance to affected businesses and residents. In Florida, work has included surveying and interviewing farmers in the Suwanee Valley about wind damage to homes and businesses from Hurricanes Idalia, Debby, and Helene. Separately, Shimberg Center researchers are studying residential property ownership changes following hurricanes, starting with the effects of Hurricane Michael on ownership patterns in Bay County.

The Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition continued a HUD-funded project to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Project objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. This year, the Shimberg Center interviewed renters affected by disasters and documented their experiences with CDBG-DR and other recovery programs.

The Center and Florida Sea Grant are launching "Connecting resilient communities and economies: Characterizing the link between water-dependent businesses and affordable housing." This research will lead to a better understanding of housing types for workers in water-dependent industries, housing and business needs of communities with water-dependent economies in Florida, and how changes in the availability and distribution of affordable workforce housing affect the recovery of water-dependent industries after disasters.

Technical Assistance, Presentations, and Publications

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2024 included providing mortgage lending data to the Office of Economic Vitality in Tallahassee, providing affordable housing needs data to the Community Foundation of Sarasota for a four-county area as background information for a new housing dashboard, assisting the American Red Cross with integrating housing needs data into post-disaster training, providing data to the Florida Supportive Housing Coalition to assist in planning to address elder homelessness, and providing data on children's homelessness to the Housing First for Children collaborative in Alachua County.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2024:

- National Human Services Data Consortium, Kansas City
- JUST Pensacola Summit on Affordable Housing, Pensacola

- Community Legal Services of Mid-Florida training, Orlando
- Florida Association of Counties, Orlando
- National Low Income Housing Coalition Disaster Recovery Convenings, Washington DC
- Florida Sea Grant Symposium, Gainesville
- Rinker School of Construction Management Advanced Modular Housing Design Convening, Gainesville
- Florida Housing Coalition Statewide Housing Conference, Orlando
- Alachua County Affordable Housing Advisory Committee, Gainesville
- BOLD Justice, Broward County

Shimberg Center faculty and staff also co-authored the following peer-reviewed articles published in 2024:

- Enderami, S. A., Sutley, E., Helgeson, J., Dueñas-Osorio, L., Watson, M., & van de Lindt, J. W. (2024). Measuring post-disaster accessibility to essential goods and services: proximity, availability, adequacy, and acceptability dimensions. *Journal of Infrastructure Preservation and Resilience*, 5(1), 12.
- Yeganeh, N., Kang, S., Ray, A., Watson, M., & Denton, B. (2024). Filling the blindspots: Assessing distributive equity in fund allocation of Florida's local housing program for disaster recovery. *International Journal of Disaster Risk Reduction*, 111, 104708.
- Safayet, M., Connors, J. P. C., & Watson, M. (2024). Measuring access to food banks and food pantries: A scoping review of spatial analysis approaches. *Health & Place*, 88, 103251.
- Rosenheim, N. P., Watson, M., Casellas Connors, J., Safayet, M., & Peacock, W. G. (2024). Food Access After Disasters: A Multidimensional View of Restoration After Hurricane Harvey. *Journal of the American Planning Association*, 1-19.
- Watson, M., Xiao, Y., & Helgeson, J. (2024). Using disaster surveys to model business interruption. *Natural Hazards Review*, 25(1), 05023013.

Teaching and Graduate Education

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- Construction Finance 5905: graduate course introducing students to financial management principles and analysis

In addition, the Shimberg Center provides professional and academic experience by employing master's and PhD students from the College of Design, Construction, and Planning as research assistants. This year, graduate students from the Shimberg Center fielded a team for Hack-A-House 2024, a 24-hour hackathon for students sponsored by Ivory Innovations. The Shimberg team developed a proposal to encourage accessory dwelling units as an affordable housing strategy, including a case study for Orlando.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2024

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	64,515	72%	7,202	23%	5,624	62%	1,608	5%	5,187	375	26,702
Baker	5,066	76%	0	0%	2,468	67%	55	0%	127	5	115
Bay	62,847	59%	19,675	9%	8,580	48%	2,028	17%	5,588	132	12,726
Bradford	5,985	73%	21	62%	2,684	63%	26	23%	61	14	(X)
Brevard	207,160	72%	35,913	38%	11,289	54%	3,001	22%	8,010	288	29,215
Broward	390,140	77%	253,080	42%	4,143	45%	16,446	15%	48,790	1,646	127,708
Calhoun	2,616	70%	0	0%	1,173	67%	14	14%	40	1	(X)
Charlotte	84,778	65%	14,993	35%	5,072	42%	1,601	14%	3,705	88	3,097
Citrus	59,566	74%	1,622	37%	15,741	55%	567	10%	1,620	44	1,403
Clay	67,079	75%	2,398	37%	9,549	62%	290	7%	1,017	56	7,249
Collier	107,914	66%	101,380	32%	3,494	36%	1,949	16%	6,112	127	15,403
Columbia	13,773	71%	48	44%	7,851	65%	228	6%	(X)	39	(X)
DeSoto	6,094	66%	605	46%	2,712	47%	259	13%	770	33	1,011
Dixie	2,903	59%	159	9%	3,808	60%	5	20%	(X)	1	(X)
Duval	287,812	67%	27,534	39%	9,342	48%	5,141	14%	15,544	713	104,317
Escambia	104,902	66%	10,440	15%	4,871	44%	4,544	30%	10,755	210	18,868
Flagler	50,353	74%	4,437	38%	1,701	63%	1,518	13%	(X)	20	511
Franklin	6,838	39%	455	8%	1,321	52%	7	0%	(X)	1	(X)
Gadsden	11,397	66%	0	0%	3,732	57%	162	28%	359	18	310
Gilchrist	2,949	77%	0	0%	2,958	68%	26	38%	65	2	61
Glades	1,926	60%	258	29%	2,229	50%	146	42%	323	3	70
Gulf	7,184	44%	288	1%	1,691	48%	21	5%	63	5	239
Hamilton	2,018	64%	0	0%	1,528	71%	168	61%	334	9	(X)
Hardee	4,345	67%	0	0%	1,698	46%	197	30%	522	18	742
Hendry	7,956	66%	317	20%	4,543	54%	356	28%	897	17	419
Hernando	69,674	71%	633	48%	12,078	57%	492	8%	1,259	67	4,206

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Highlands	34,761	66%	1,345	38%	5,356	42%	824	11%	2,065	59	1,655
Hillsborough	383,354	74%	40,245	41%	13,617	54%	4,625	8%	12,829	893	136,466
Holmes	3,493	68%	0	0%	1,406	61%	15	27%	35	7	(X)
Indian River	58,386	73%	15,043	39%	1,093	44%	744	10%	2,038	55	3,741
Jackson	10,391	67%	0	0%	3,137	65%	56	11%	217	62	253
Jefferson	2,908	72%	0	0%	1,310	64%	51	27%	180	17	241
Lafayette	1,032	68%	0	0%	843	58%	8	13%	(X)	1	(X)
Lake	127,454	73%	3,626	49%	16,315	60%	1,344	8%	3,547	177	15,812
Lee	258,226	65%	84,717	35%	14,455	38%	10,777	20%	24,347	301	35,410
Leon	74,008	71%	5,023	17%	6,777	54%	2,322	7%	6,544	369	33,716
Levy	8,224	73%	238	13%	9,693	63%	67	9%	207	12	423
Liberty	1,398	65%	0	0%	821	47%	59	71%	122	5	(X)
Madison	3,255	60%	0	0%	1,775	66%	165	56%	392	10	395
Manatee	123,271	69%	35,484	40%	4,684	38%	4,436	18%	10,019	201	24,150
Marion	130,947	70%	2,504	38%	24,411	53%	3,675	38%	9,132	107	8,659
Martin	50,478	77%	15,003	45%	2,936	52%	1,078	14%	2,788	70	5,912
Miami-Dade	384,027	77%	384,248	37%	301	17%	31,580	26%	85,109	3,619	199,484
Monroe	29,642	43%	6,975	18%	4,685	25%	1,756	25%	4,536	46	3,098
Nassau	31,471	74%	4,092	23%	6,299	65%	366	27%	879	28	2,250
Okaloosa	70,612	61%	13,590	11%	3,353	46%	759	6%	(X)	182	(X)
Okeechobee	7,592	70%	235	23%	5,897	48%	347	31%	898	10	367
Orange	340,145	69%	51,890	26%	6,261	52%	4,029	11%	10,030	1,144	167,367
Osceola	129,938	59%	13,802	16%	5,440	54%	1,053	9%	2,709	938	26,903
Palm Beach	380,717	73%	186,031	41%	3,677	32%	10,216	17%	28,539	856	78,341
Pasco	190,800	72%	11,846	44%	29,495	51%	3,131	38%	(X)	239	19,301
Pinellas	253,007	76%	104,150	47%	17,032	46%	12,466	29%	32,333	876	71,859
Polk	219,870	65%	8,509	32%	31,735	50%	6,687	18%	17,304	301	28,317
Putnam	17,321	66%	197	29%	15,555	54%	151	15%	381	30	1,287

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Santa Rosa	65,728	74%	1,755	18%	6,521	49%	672	7%	1,731	63	3,164
Sarasota	160,657	68%	53,113	39%	11,570	39%	4,752	37%	11,038	194	18,235
Seminole	133,265	75%	15,077	35%	1,711	55%	1,148	12%	2,633	214	(X)
St. Johns	104,621	76%	14,583	37%	5,484	61%	1,624	44%	(X)	59	7,907
St. Lucie	121,797	75%	14,606	39%	4,549	51%	1,493	9%	3,403	87	6,651
Sumter	70,453	72%	514	62%	6,440	52%	119	9%	374	26	3,234
Suwannee	6,406	68%	0	0%	6,934	64%	62	5%	200	8	(X)
Taylor	5,525	58%	76	1%	3,236	54%	21	14%	65	11	344
Union	1,445	80%	18	11%	1,232	70%	1	0%	(X)	15	(X)
Volusia	188,238	71%	28,396	30%	7,387	57%	2,639	15%	7,284	311	26,838
Wakulla	9,594	74%	336	36%	3,424	61%	31	3%	(X)	4	174
Walton	38,243	43%	10,817	6%	5,466	43%	643	42%	1,544	39	1,599
Washington	5,219	67%	0	0%	2,690	56%	21	0%	(X)	0	0
Florida Total	5,875,709	71%	1,609,542	37%	436,883	52%	156,868	21%	408,210	15,578	1,288,421

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Multifamily dwelling unit totals may be undercounts due to missing or incomplete data for a small number of counties. County-level dwelling unit counts are suppressed (marked with 'X') in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2023

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	964	16	44	3	9
Baker	101	0	23	0	1
Bay	2,683	46	165	27	3
Bradford	67	0	40	0	0
Brevard	5,086	122	66	7	7
Broward	1,484	152	24	19	23
Calhoun	17	0	14	0	0
Charlotte	4,358	565	73	128	5
Citrus	1,465	3	148	20	0
Clay	1,747	0	93	0	2
Collier	3,618	776	24	6	6
Columbia	169	0	74	0	0
DeSoto	95	0	28	1	2
Dixie	15	0	36	0	0
Duval	4,736	9	73	39	18
Escambia	1,825	60	40	10	6
Flagler	2,633	0	23	143	2
Franklin	173	17	22	0	0
Gadsden	135	0	33	0	0
Gilchrist	102	0	38	0	0
Glades	112	0	23	0	0
Gulf	334	49	44	0	0
Hamilton	18	0	19	0	0
Hardee	47	0	17	2	1
Hendry	560	36	55	1	0
Hernando	1,504	1	104	8	1
Highlands	588	0	20	10	0
Hillsborough	6,150	122	52	13	15
Holmes	25	0	24	0	0
Indian River	993	107	7	3	4
Jackson	96	0	25	0	2
Jefferson	49	0	26	0	0
Lafayette	5	0	16	0	0
Lake	7,783	27	96	7	1
Lee	10,702	625	224	367	13
Leon	613	66	24	6	5
Levy	187	0	167	0	0
Liberty	14	0	14	0	0
Madison	35	0	22	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	6,511	40	17	7	25
Marion	6,245	2	213	44	6
Martin	568	30	11	4	5
Miami-Dade	1,464	2,437	1	115	47
Monroe	342	51	7	3	1
Nassau	1,655	8	63	1	0
Okaloosa	1,243	38	76	7	6
Okeechobee	123	0	56	4	0
Orange	4,893	0	33	15	40
Osceola	6,279	172	29	8	13
Palm Beach	3,769	357	22	15	11
Pasco	8,071	0	173	4	13
Pinellas	957	396	41	80	7
Polk	9,380	6	137	28	12
Putnam	164	0	159	0	0
Santa Rosa	1,622	0	117	8	3
Sarasota	5,362	325	114	12	4
Seminole	1,142	12	11	0	6
St. Johns	5,565	21	64	7	7
St. Lucie	4,441	35	13	1	9
Sumter	948	0	32	0	4
Suwannee	102	0	126	0	0
Taylor	42	0	34	0	0
Union	35	0	19	0	0
Volusia	4,165	6	47	12	7
Wakulla	346	56	33	0	0
Walton	1,867	0	160	3	2
Washington	128	0	43	0	0
Florida Total	138,717	6,791	3,911	1,199	354

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2023. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2024 \$) BY COUNTY, 2023

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	3,165	\$261,054	\$347,728	\$449,777	523	\$147,036	\$185,730	\$228,035	149	\$123,717	\$177,476	\$234,742
Baker	222	\$266,213	\$298,716	\$401,074	0	-	-	-	43	\$144,457	\$199,144	\$268,277
Bay	4,647	\$292,938	\$373,627	\$513,338	1,412	\$314,710	\$438,530	\$613,942	270	\$118,661	\$168,705	\$223,805
Bradford	177	\$180,571	\$257,959	\$335,346	4	\$214,106	\$229,532	\$301,760	82	\$89,357	\$152,196	\$227,932
Brevard	12,512	\$305,423	\$370,325	\$490,121	1,973	\$188,826	\$278,492	\$435,950	615	\$127,844	\$173,864	\$211,526
Broward	17,252	\$429,243	\$562,350	\$790,643	13,794	\$174,896	\$247,640	\$361,142	205	\$154,775	\$206,367	\$257,855
Calhoun	50	\$134,138	\$197,596	\$250,736	0	-	-	-	11	\$25,796	\$122,788	\$190,889
Charlotte	5,886	\$319,869	\$386,938	\$509,726	1,428	\$245,577	\$313,678	\$389,002	297	\$92,865	\$149,616	\$216,685
Citrus	3,626	\$232,163	\$285,457	\$381,779	109	\$165,094	\$191,921	\$283,755	641	\$98,024	\$152,712	\$208,431
Clay	4,031	\$299,232	\$361,142	\$429,759	158	\$156,839	\$204,303	\$247,640	406	\$108,343	\$185,730	\$242,481
Collier	6,435	\$546,976	\$722,284	\$1,196,928	5,184	\$355,983	\$495,281	\$823,920	109	\$206,367	\$257,959	\$319,766
Columbia	607	\$190,889	\$273,436	\$366,301	4	\$161,998	\$175,412	\$188,310	215	\$118,661	\$175,412	\$237,322
DeSoto	270	\$199,144	\$278,595	\$369,397	36	\$213,332	\$229,532	\$296,652	100	\$101,068	\$152,608	\$225,714
Dixie	112	\$114,018	\$174,380	\$276,016	13	\$214,622	\$288,914	\$386,938	118	\$74,292	\$120,725	\$185,730
Duval	15,323	\$237,322	\$318,837	\$423,052	1,648	\$175,412	\$227,004	\$296,652	287	\$87,706	\$144,457	\$216,685
Escambia	5,459	\$227,004	\$302,121	\$386,938	431	\$185,730	\$417,893	\$748,080	80	\$67,069	\$113,657	\$159,934
Flagler	3,947	\$326,060	\$378,890	\$478,874	313	\$273,436	\$425,116	\$660,374	82	\$170,253	\$232,163	\$267,245
Franklin	341	\$308,519	\$464,326	\$851,264	37	\$287,366	\$309,550	\$464,326	43	\$67,069	\$123,820	\$154,775
Gadsden	312	\$135,686	\$242,481	\$335,295	0	-	-	-	48	\$67,069	\$90,286	\$141,361
Gilchrist	151	\$232,163	\$294,073	\$376,620	0	-	-	-	131	\$103,183	\$180,571	\$247,640
Glades	79	\$230,615	\$308,519	\$374,969	11	\$30,955	\$63,974	\$134,138	79	\$113,502	\$175,412	\$222,876
Gulf	502	\$366,198	\$495,848	\$644,897	13	\$397,256	\$567,509	\$768,717	56	\$70,681	\$124,852	\$196,049
Hamilton	46	\$77,388	\$163,546	\$283,755	0	-	-	-	32	\$77,542	\$153,176	\$220,297
Hardee	123	\$155,807	\$255,895	\$319,869	0	-	-	-	40	\$82,805	\$123,820	\$162,256

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hendry	592	\$263,273	\$302,895	\$361,091	34	\$198,628	\$234,742	\$252,696	101	\$134,138	\$204,303	\$268,277
Hernando	4,372	\$273,436	\$329,155	\$383,585	45	\$120,725	\$177,476	\$232,163	633	\$139,298	\$177,476	\$221,844
Highlands	1,659	\$196,049	\$255,895	\$331,219	110	\$128,979	\$158,851	\$204,303	262	\$76,356	\$108,343	\$144,457
Hillsborough	20,732	\$335,346	\$417,893	\$562,350	2,484	\$185,730	\$249,704	\$383,069	374	\$160,347	\$236,290	\$303,359
Holmes	199	\$113,502	\$165,094	\$224,940	0	-	-	-	45	\$30,955	\$72,228	\$139,298
Indian River	3,336	\$321,932	\$402,312	\$587,217	1,109	\$195,945	\$276,532	\$541,713	36	\$113,502	\$157,871	\$208,947
Jackson	315	\$123,820	\$180,468	\$268,277	0	-	-	-	63	\$82,547	\$139,194	\$185,730
Jefferson	129	\$195,533	\$301,812	\$412,734	0	-	-	-	21	\$82,547	\$154,775	\$211,526
Lafayette	27	\$108,343	\$190,889	\$295,621	0	-	-	-	15	\$77,388	\$139,298	\$204,303
Lake	5,283	\$299,129	\$371,460	\$477,533	263	\$144,457	\$212,558	\$288,398	700	\$128,979	\$185,730	\$232,163
Lee	18,487	\$341,527	\$417,415	\$603,623	4,258	\$257,959	\$345,665	\$464,326	815	\$103,183	\$154,775	\$219,265
Leon	3,137	\$221,844	\$314,710	\$439,458	413	\$102,152	\$165,094	\$224,940	174	\$59,950	\$95,703	\$149,616
Levy	415	\$201,208	\$288,914	\$371,460	23	\$147,552	\$255,379	\$376,620	374	\$91,833	\$147,604	\$206,264
Liberty	27	\$85,126	\$165,094	\$294,073	0	-	-	-	17	\$67,069	\$123,820	\$154,775
Madison	91	\$118,661	\$180,571	\$306,455	0	-	-	-	46	\$84,610	\$142,806	\$232,163
Manatee	11,011	\$407,575	\$505,496	\$696,488	2,235	\$229,583	\$335,346	\$500,440	237	\$103,183	\$159,934	\$215,138
Marion	11,178	\$252,696	\$300,264	\$376,516	237	\$119,693	\$134,138	\$154,775	964	\$82,547	\$143,425	\$200,176
Martin	2,617	\$412,734	\$572,668	\$846,104	911	\$206,367	\$268,277	\$397,256	139	\$155,704	\$206,367	\$249,704
Miami-Dade	12,345	\$495,281	\$619,101	\$846,104	19,117	\$302,328	\$438,530	\$650,056	1	\$247,640	\$247,640	\$247,640
Monroe	1,137	\$758,398	\$1,106,643	\$1,981,122	345	\$572,668	\$822,063	\$1,444,568	169	\$355,983	\$464,326	\$742,921
Nassau	2,540	\$369,190	\$446,268	\$619,359	237	\$433,371	\$644,897	\$856,423	193	\$163,030	\$223,908	\$273,436
Okaloosa	3,950	\$299,232	\$355,983	\$464,326	833	\$330,187	\$536,554	\$773,876	87	\$91,421	\$151,680	\$205,335
Okeechobee	371	\$206,367	\$278,595	\$361,142	22	\$123,820	\$134,138	\$148,584	302	\$109,271	\$165,094	\$232,163
Orange	16,702	\$368,159	\$470,878	\$638,499	3,081	\$165,094	\$216,685	\$278,595	264	\$128,928	\$180,571	\$248,672
Osceola	11,078	\$361,142	\$425,116	\$526,236	1,069	\$224,940	\$283,755	\$392,097	238	\$165,094	\$230,615	\$299,232
Palm Beach	14,925	\$505,599	\$681,011	\$1,029,771	11,019	\$183,667	\$273,436	\$423,052	116	\$140,845	\$167,931	\$207,915
Pasco	15,623	\$302,328	\$380,747	\$497,241	833	\$137,234	\$169,221	\$216,685	1,371	\$92,865	\$143,425	\$201,208

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	10,223	\$350,824	\$454,007	\$644,897	6,329	\$197,596	\$273,436	\$452,975	841	\$118,661	\$154,775	\$195,945
Polk	17,650	\$299,129	\$343,395	\$404,479	634	\$134,138	\$165,094	\$235,258	1,493	\$113,502	\$157,871	\$211,526
Putnam	672	\$153,227	\$232,163	\$325,028	12	\$302,328	\$311,356	\$341,021	542	\$82,547	\$144,457	\$206,161
St. Johns	8,845	\$402,312	\$520,767	\$706,807	933	\$273,436	\$366,301	\$546,872	220	\$187,278	\$242,481	\$294,073
St. Lucie	8,694	\$357,531	\$412,940	\$496,828	909	\$201,208	\$312,130	\$500,440	188	\$162,772	\$229,532	\$282,207
Santa Rosa	3,988	\$299,232	\$366,301	\$453,904	113	\$319,869	\$505,599	\$773,876	176	\$103,183	\$156,839	\$201,208
Sarasota	9,963	\$394,780	\$521,076	\$742,818	3,204	\$298,922	\$397,256	\$758,398	581	\$114,534	\$159,934	\$211,526
Seminole	6,094	\$350,824	\$431,152	\$552,032	893	\$170,253	\$201,208	\$254,347	58	\$123,820	\$190,373	\$257,959
Sumter	5,000	\$321,932	\$400,352	\$514,885	30	\$131,043	\$215,395	\$242,481	227	\$98,024	\$146,521	\$188,826
Suwannee	209	\$171,285	\$251,768	\$330,187	0	-	-	-	231	\$108,343	\$154,775	\$225,972
Taylor	189	\$118,661	\$188,826	\$309,550	12	\$170,253	\$208,431	\$257,443	93	\$113,502	\$154,775	\$197,080
Union	30	\$188,619	\$255,327	\$322,448	0	-	-	-	23	\$72,228	\$146,624	\$231,131
Volusia	10,692	\$305,423	\$367,333	\$457,051	1,815	\$179,539	\$309,550	\$495,281	315	\$139,298	\$190,889	\$252,799
Wakulla	633	\$222,567	\$299,129	\$392,097	25	\$185,730	\$206,264	\$271,372	97	\$61,910	\$128,979	\$171,285
Walton	3,031	\$415,210	\$711,863	\$1,443,537	761	\$459,166	\$673,272	\$1,083,426	165	\$113,502	\$187,794	\$237,322
Washington	189	\$148,894	\$227,004	\$283,755	0	-	-	-	51	\$70,165	\$139,298	\$196,049
Florida Total	333,655	\$323,893	\$415,107	\$591,241	91,439	\$211,526	\$316,773	\$505,599	17,197	\$108,343	\$165,094	\$227,004

Source: Florida Department of Revenue, Sales Data File. Based on property sales that took place in 2023, the most recent full year with data available. Arms-length sales only. Prices adjusted to 2024 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), MODIFIED METROPOLITAN STATISTICAL AREAS & HUD METRO FAIR MARKET RENT AREAS, 2023

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-10,362	-13,886	-18,311	-20,335	-17,333	-352
Crestview-Fort Walton Beach-Destin, FL HMFA	Okaloosa	-4,513	-4,421	-5,019	-5,559	-4,176	590
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917
Fort Lauderdale, FL HMFA	Broward	-40,187	-50,266	-68,112	-82,200	-84,345	-37,884
Gainesville, FL HMFA (minus Gilchrist)	Alachua	-7,896	-7,791	-10,683	-5,440	-471	2,576
Homosassa Springs, FL MSA	Citrus	-1,975	-2,714	-3,578	-3,715	-2,425	-284
Jacksonville, FL HMFA/Baker County, FL HMFA (plus Putnam)	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,555	-42,526	-48,760	-47,290	-22,307	8,210
Lakeland-Winter Haven, FL MSA	Polk	-10,600	-11,227	-14,412	-12,526	-11,681	-2,636
Miami-Miami Beach-Kendall, FL HMFA (plus Monroe)	Miami-Dade, Monroe	-58,509	-79,672	-100,810	-119,801	-143,805	-78,510
Naples-Immokalee-Marco Island, FL MSA	Collier	-5,489	-6,634	-8,554	-8,566	-7,432	-1,183
North Port-Sarasota-Bradenton, FL MSA	Manatee, Sarasota	-11,302	-14,560	-19,907	-20,916	-19,776	-2,801
Northeast Nonmetropolitan Area (plus Gilchrist and Levy)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-2,637	-3,212	-2,653	-2,483	-1,065	307
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, Wakulla, and Walton)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,103	-3,595	-3,143	-2,949	-1,493	-678
Ocala, FL MSA	Marion	-5,773	-6,917	-5,826	-7,590	-6,929	-221
Orlando-Kissimmee-Sanford, FL MSA	Lake, Orange, Osceola, Seminole	-50,796	-70,248	-91,670	-97,707	-85,074	5,274
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,232	-11,716	-14,116	-13,643	-3,756	6,913
Palm Coast, FL HMFA	Flagler	-1,127	-1,619	-2,638	-3,038	-2,133	-761
Panama City-Lynn Haven, FL MSA	Bay	-3,344	-4,370	-4,445	-2,381	-1,574	2,428
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-5,947	-6,918	-7,556	-5,957	-1,928	1,914
Port St. Lucie, FL MSA	Martin, St. Lucie	-5,581	-9,172	-11,708	-12,491	-10,136	-3,440

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Punta Gorda, FL MSA	Charlotte	-1,951	-3,192	-3,481	-3,340	-1,997	-239
Sebastian-Vero Beach, FL MSA	Indian River	-2,128	-2,846	-2,562	-2,523	-1,109	-66
South Nonmetropolitan Area (minus Monroe, plus Highlands)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,002	-4,161	-4,935	-3,848	-1,582	-677
Tallahassee, FL HMFA (minus Gadsden and Jefferson)	Leon	-6,761	-9,591	-10,489	-6,065	-584	2,738
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-56,633	-71,137	-89,352	-91,197	-70,247	4,873
The Villages, FL MSA	Sumter	-1,497	-1,076	-1,920	-2,660	-1,056	537
West Palm Beach-Boca Raton, FL HMFA	Palm Beach	-25,598	-35,101	-43,487	-43,270	-37,699	-6,864
State of Florida Total		-378,021	-485,016	-610,136	-640,741	-552,679	-98,319

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey. County groupings are based on HUD Metro Fair Market Rent Areas (HMFAs), modified to accommodate availability of county-level data in the American Community Survey Public Use Microdata Areas (PUMAs). See <https://www.huduser.gov/portal/datasets/il/il24/area-definitions-FY24.pdf> for HUD area definitions. In cases where cross-county PUMA boundaries do not allow separation, counties are shifted to another HMFA or non-metropolitan grouping, as noted in the first column. Jacksonville and Baker County HMFAs are combined for the same reason.

Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units. Student-headed, non-family households and substandard units are excluded.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: August 11, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 91.07 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 91.07 +/- acres, generally located south of CR 48 and east of Number Two Road, as shown on the attached General Location Map. At this time, the property is vacant/residential. The current zoning is Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes. The proposal for the development is 586 detached single-family residential units, consisting of 50', 60', and 70' lots.

The property is surrounded by Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), A (Agriculture), CDF (Community Facility District), City A (Agriculture) and PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along

with the Planned Unit Development Application, had recommendations for approval from the Planning Commission at the public hearing held on May 22, 2025.

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 91.07 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48 AND EAST OF NUMBER TWO ROAD, LYING IN SECTIONS 17 & 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA ANNEX)

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

Section 1

Based upon the petition of Robert Zlatkiss, Esq. (American Land Mount Dora, LLC) on behalf of C.A. Deems II, Fangorn Farms LLC, and Howey 7311 LLC, "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 the 11th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 17; THENCE RUN SOUTH 88°25'24" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 FOR A DISTANCE OF 1316.74 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°54'01" WEST FOR A DISTANCE OF 893.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, AS RECORDED IN ROAD PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: SOUTH 59°25'35" EAST FOR A DISTANCE OF 1260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A POINT OF NON-TANGENCY SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF TRIMPI ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1010.00 FEET TO SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 89°13'46" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 2579.96 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NUMBER TWO ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 6040, PAGE 215, SAID POINT ALSO LYING ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 16°35'08" WEST, AND A CHORD DISTANCE OF 100.45 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°51'21" FOR A DISTANCE OF 100.51 FEET TO A POINT OF NON TANGENCY SAID POINT LYING ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST FOR A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF 425.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 72.60 ACRES, MORE OR LESS.

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 33 FEET THEREOF FOR RIGHT OF WAY OF NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED LYING IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 20, SAID CORNER BEING THE NORTHWEST CORNER OF A 30.00 FOOT WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°11'14" EAST ALONG THE NORTH LINE OF SAID EASEMENT AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 FOR A DISTANCE OF 33.00 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°44'28" EAST ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 662.44 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°11'52" EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 627.14 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 00°42'09" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 662.56 FEET TO A POINT LYING ON THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 627.59 FEET TO THE POINT OF BEGINNING.

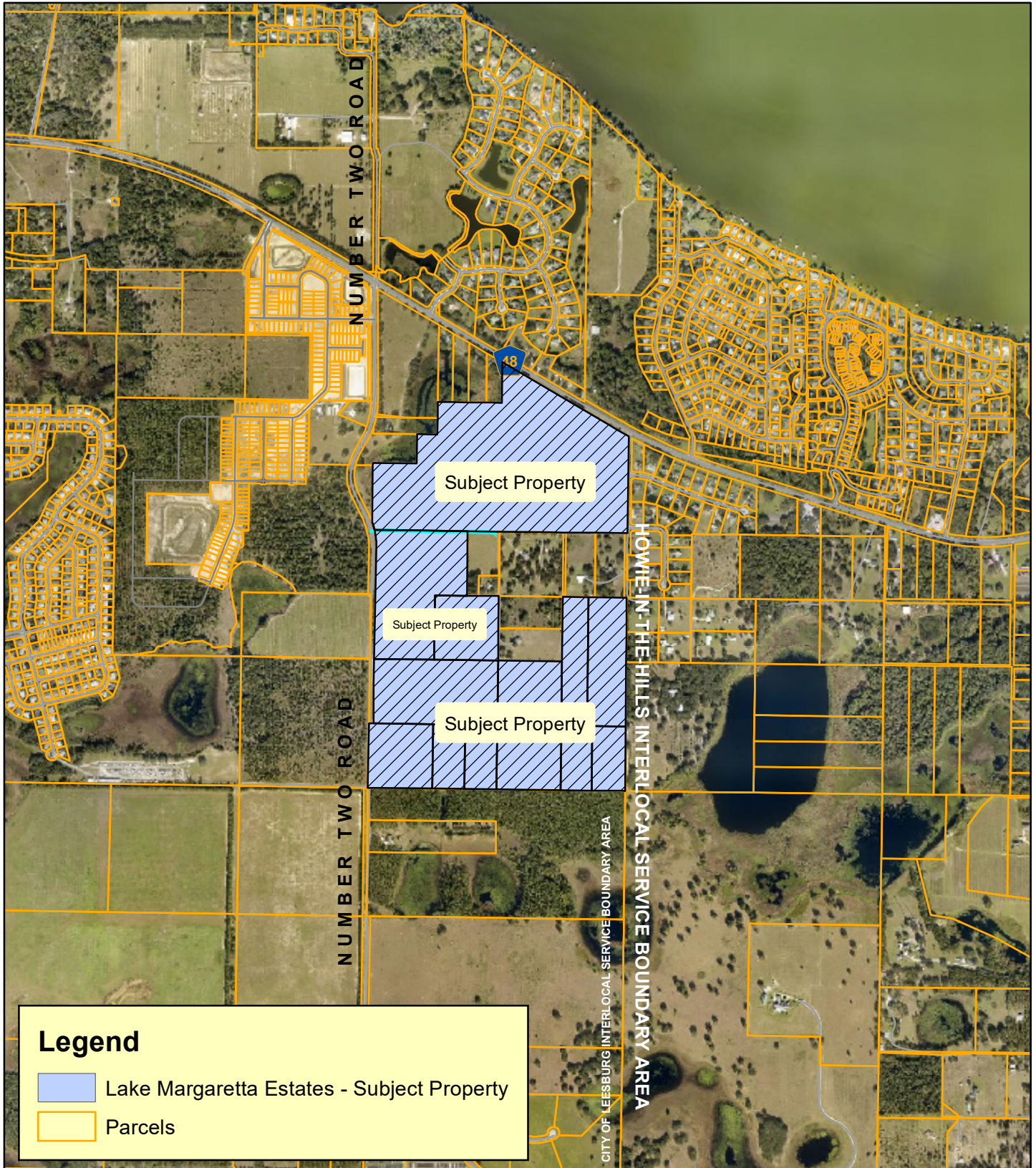
CONTAINING 9.54 ACRES, MORE OR LESS.

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 660.59 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, SAID CORNER BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°11'14" WEST ALONG SAID NORTH AND SOUTH LINES FOR A DISTANCE OF 660.59 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN NORTH 00°39'49" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 662.68 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 89°11'52" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 660.14 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 00°37'29" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, ALSO BEING THE EAST LINE OF THE 20.00 FOOT WIDE INGRESS, EGRESS AND UTILITIES EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2415, PAGE 2361 AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR A DISTANCE OF 662.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.05 ACRES, MORE OR LESS.

Aerial

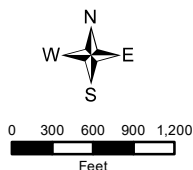


Legend

- Lake Margaretta Estates - Subject Property
- Parcels

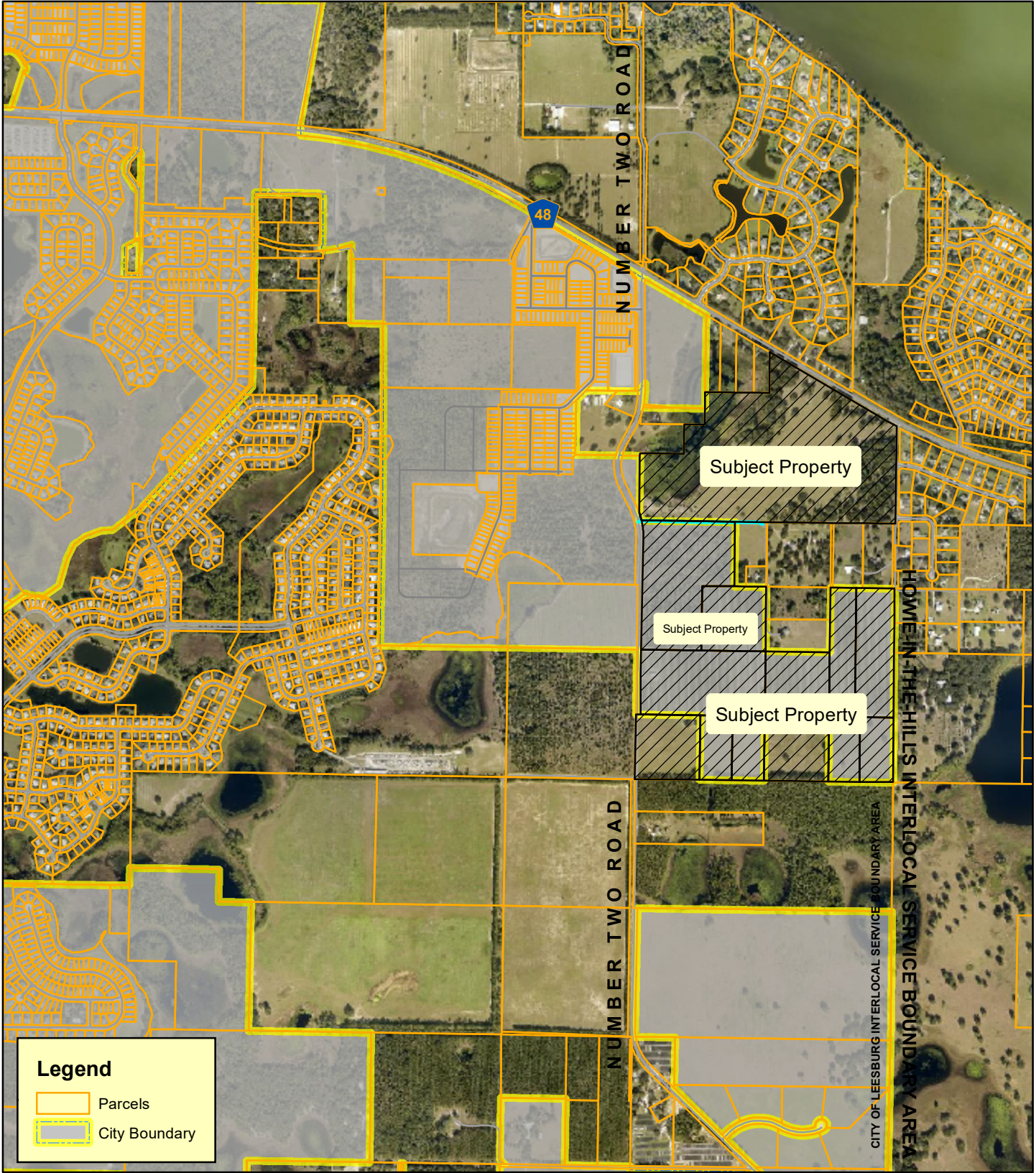


**Planning
& Zoning
Division**

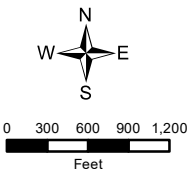


Lake Margaretta Estates
 ANNX-25-511; LSCP-25-512; PUD-25-513
 AK#s: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#x: ANNX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

City Boundary

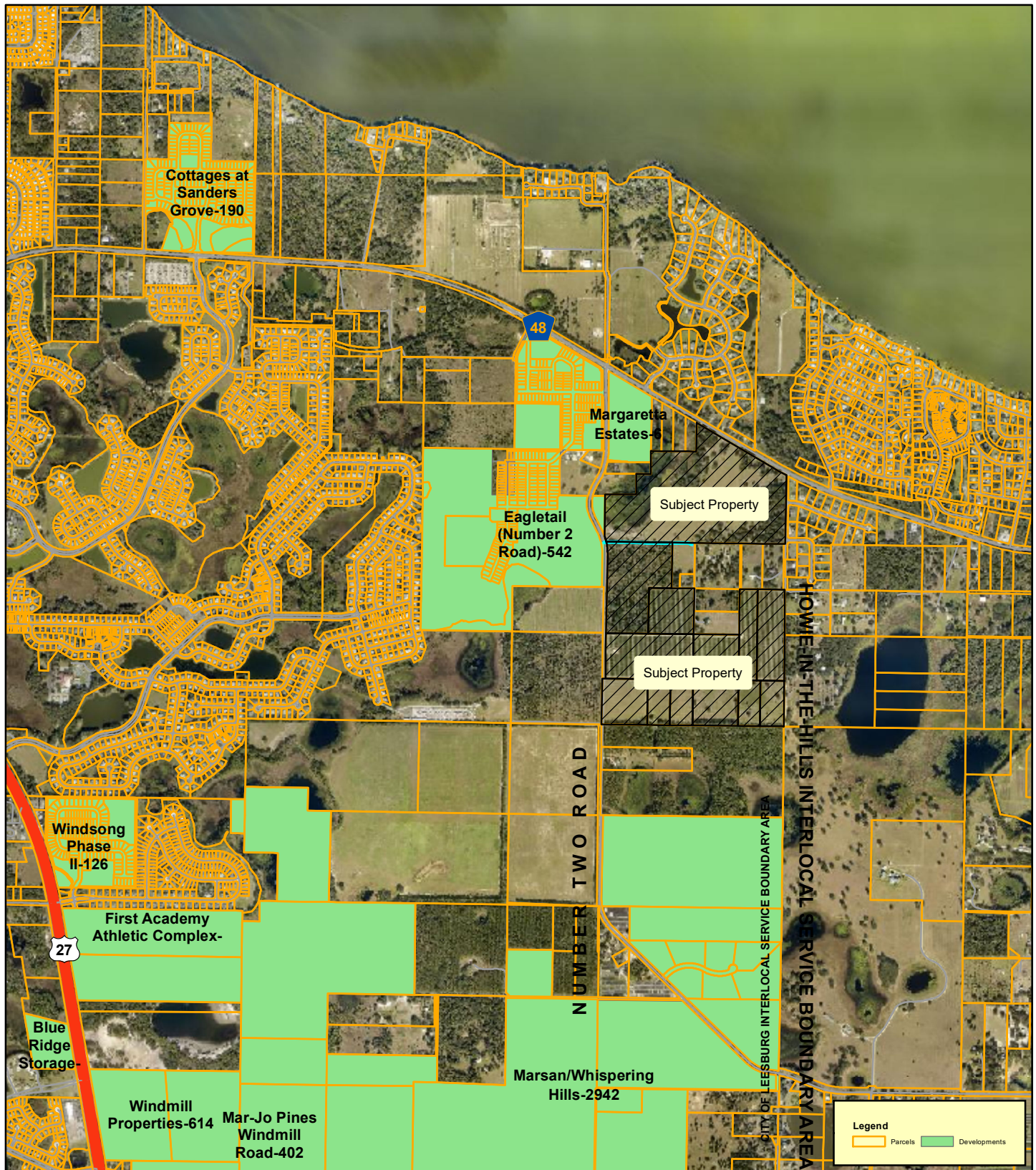


**Planning
& Zoning
Division**

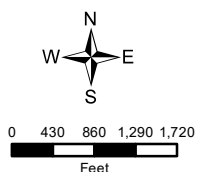


Lake Margareta Estates
ANNX-25-511; LSCP-25-512; PUD-25-513
AK#s: ANNEX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
AK#x: ANNEX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
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Sections 17 & 20, Township 20 South, Range 25 East
March 19, 2025

Surrounding Developments



**Planning
& Zoning
Division**

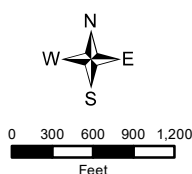


Lake Margaretta Estates
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 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Annexations by Year 2010 - 2019



**Planning
& Zoning
Division**



Lake Margareta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

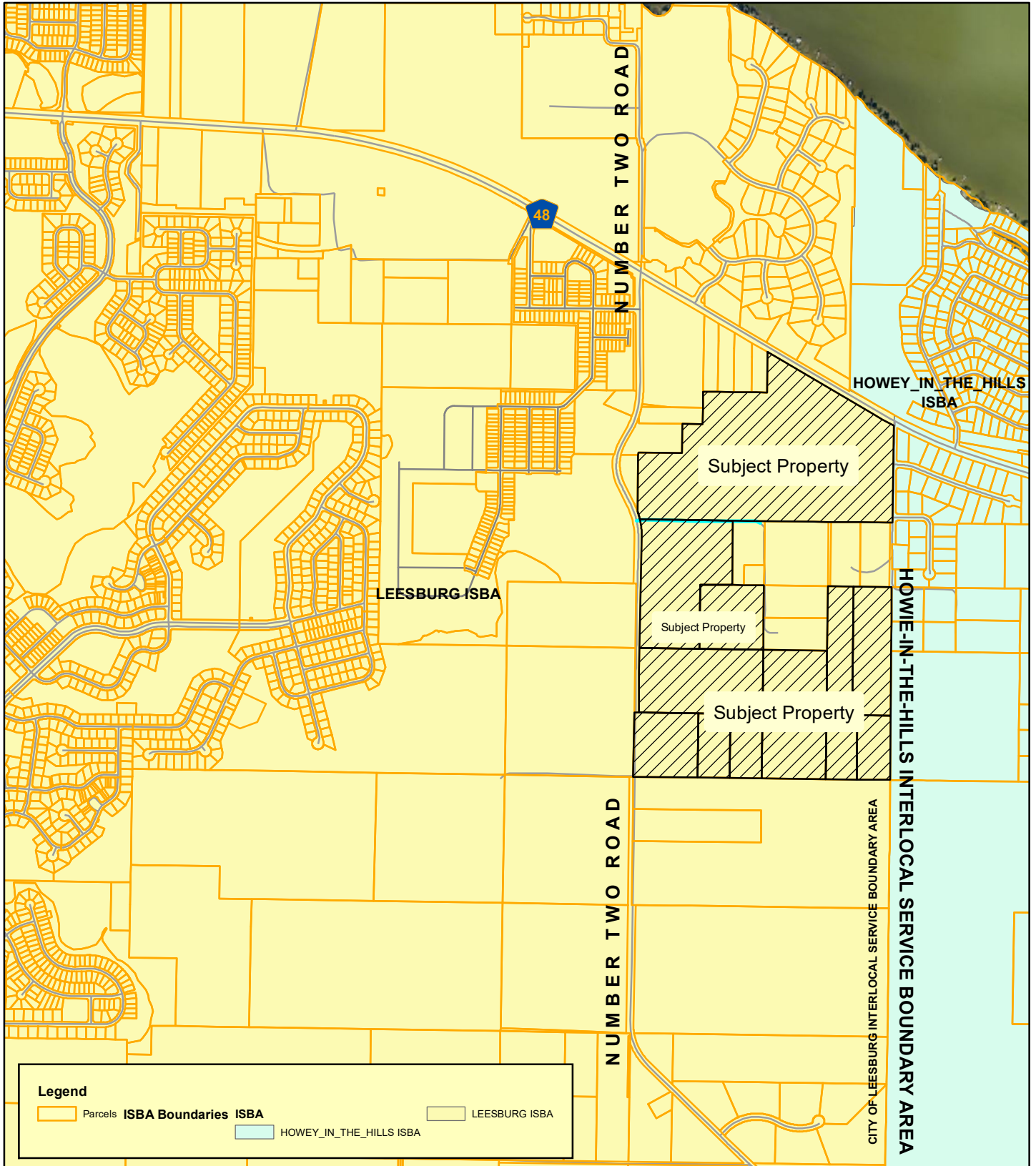
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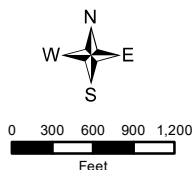
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Interlocal Service Boundary Area



**Planning
& Zoning
Division**

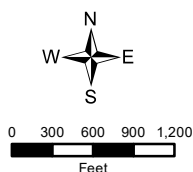


Lake Margaretta Estates
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 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Surrounding Land Use

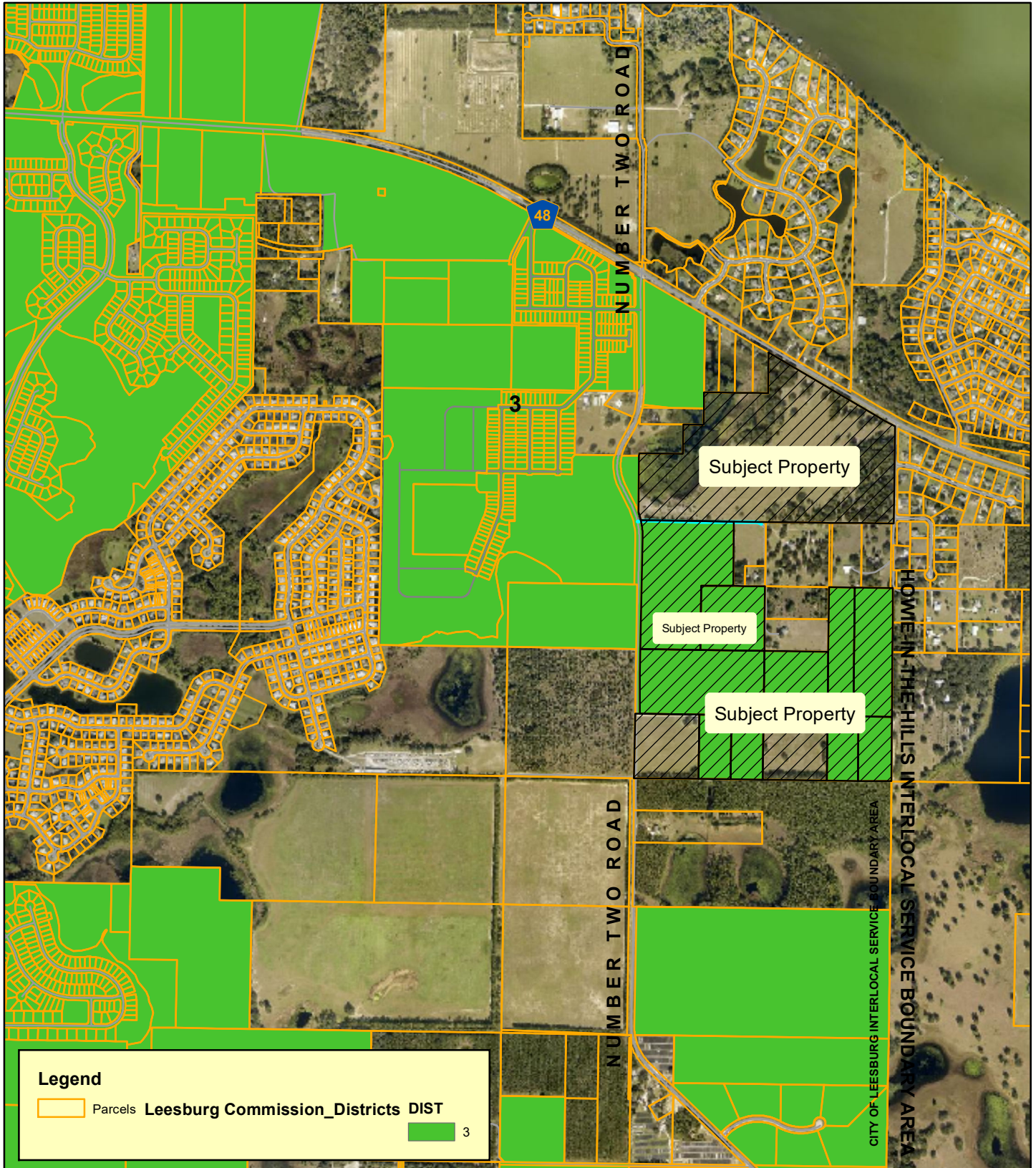


**Planning
& Zoning
Division**

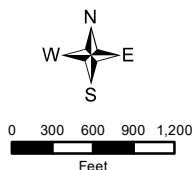


Lake Margaretta Estates
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 March 19, 2025

Commission District



**Planning
& Zoning
Division**



Lake Margaretta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

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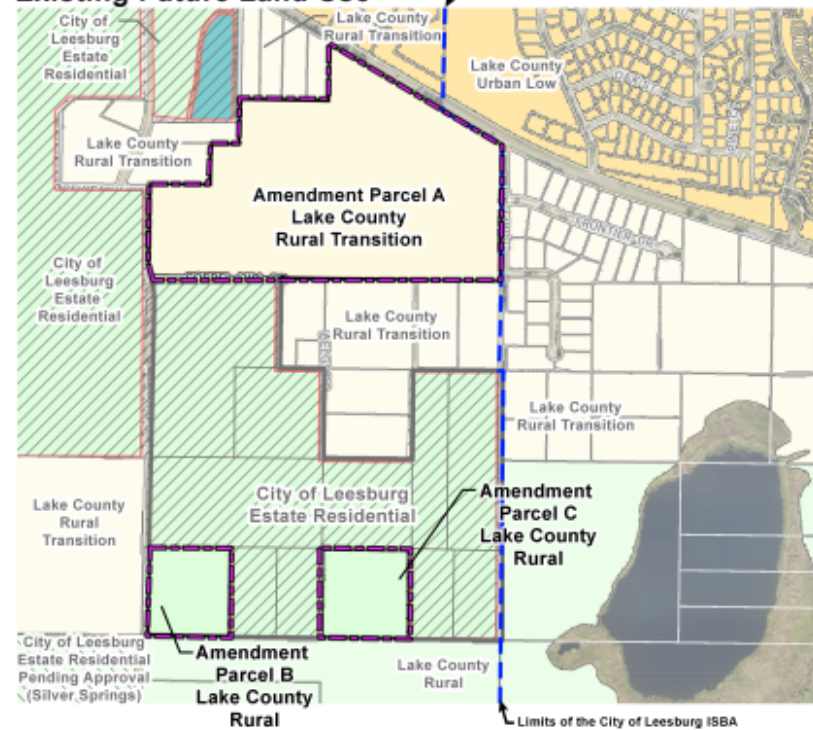
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

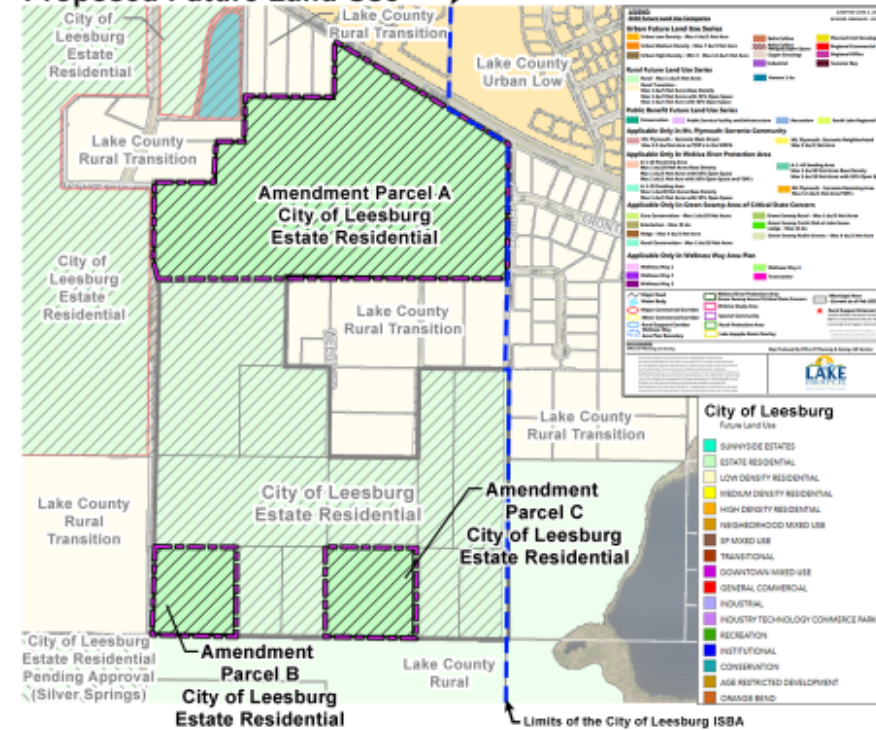
Lake Margaretta Estates

Leesburg, FL

Existing Future Land Use



Proposed Future Land Use



-  City of Leesburg City Limits
-  Future Annexations Pending Approval

Future Land Use Map

daly design group
Urban Planning - Landscape Architecture - Project Management
913 N. Pennsylvania Ave., Winter Park Florida 32789
Phone 407.740.7373 - www.dalydesign.com
Job No.: 24229 Scale: 1" = 200' Date: 05.01.2025



daly design group

Urban Planners, Landscape Architecture, Project Management
913 N. Pennsylvania Ave, Winter Park FL. 32789
www.dalydesign.com

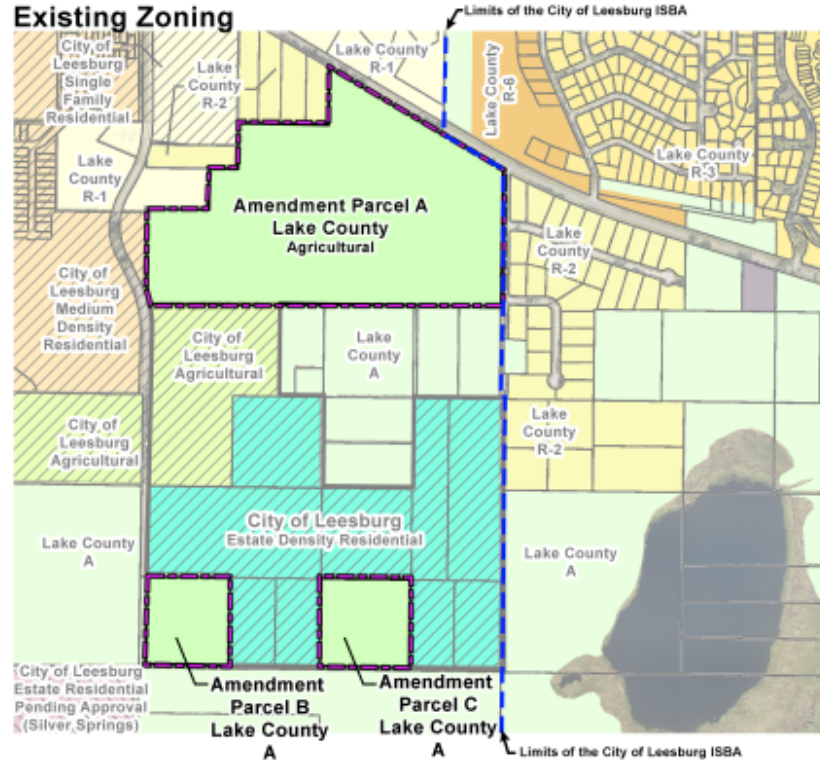




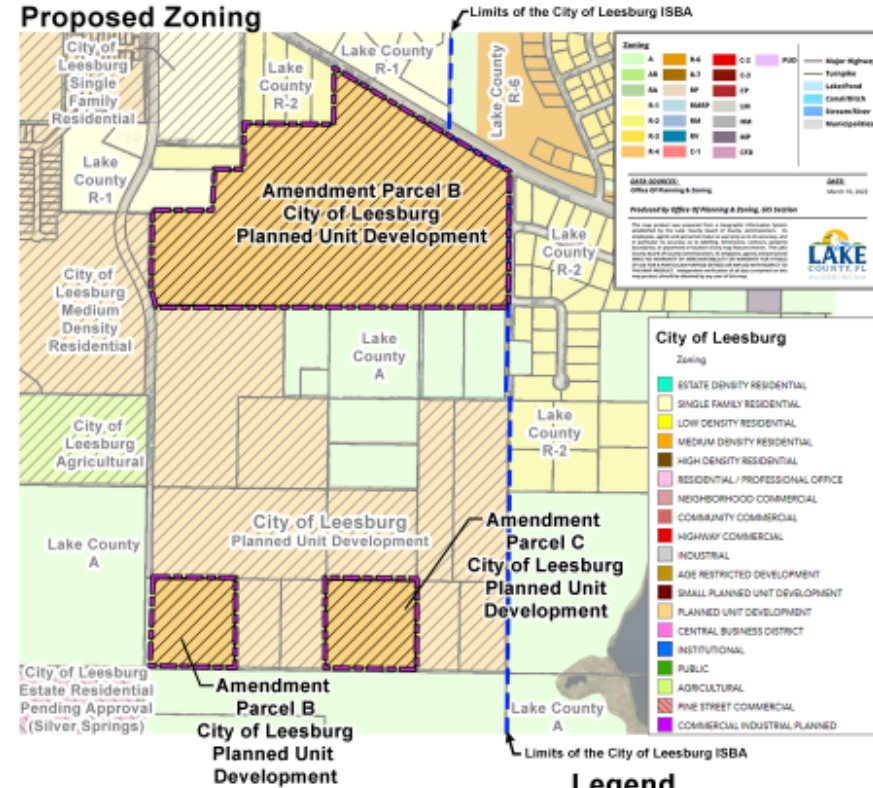
Lake Margaretta Estates

Leesburg, FL

Existing Zoning



Proposed Zoning



Legend

- City of Leesburg City Limits
- Future Annexations Pending Approval

Zoning Map

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Urban Planning - Landscape Architecture - Project Management
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Phone 407.740.7373 - www.dalydesign.com
Job No.: 24229 Scale: 1" = 200' Date: 05.01.2025



MP-01

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Lake Margaretta Estates

Leesburg, FL

Legend

Gross Land Area 195.60 AC

ISBA Limits

Total Units 586 Units

Neighborhood Parks

Amenity Center

Total Units Shown on this Plan are Approximate and may be Adjusted with Final engineering Provided the Maximum Number of Units will not Exceed 586.

Master Development Plan

Current City Limits

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913 N. Pennsylvania Ave, Winter Park Florida 32789
Phone 407.740.7373 - www.dalydesign.com
Job No.: 24229 Scale: 1" = 200' Date: 02.24.2025



MP-02

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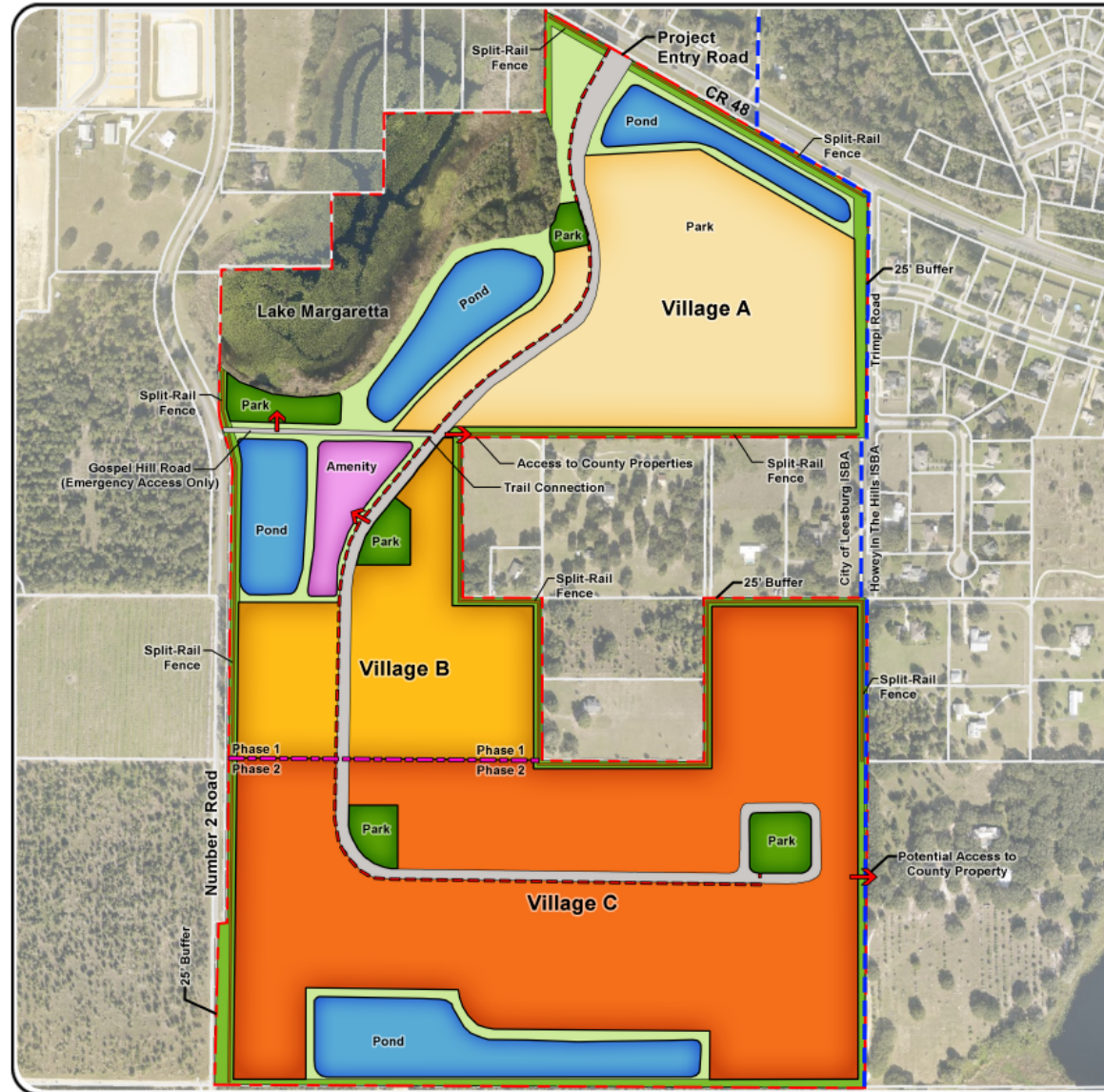
Lake Margaretta Estates

Leesburg, FL

Legend

Gross Land Area	195.60 AC
ISBA Limits	
Total Units	586 Units
Village A (Phase 1)	160 Units
Village B (Phase 1)	110 Units
Village C (Phase 2)	316 Units
Neighborhood Parks	
Amenity Center	

Units Shown on this Plan are Approximate and may be Adjusted with Final engineering Provided the Maximum Number of Units will not Exceed 586.



Master Development Plan

daly design group
Urban Planning - Landscape Architecture - Project Management
913 N. Pennsylvania Ave, Winter Park Florida 32789
Phone 407.740.7373 - www.dalydesign.com
Job No.: 24229 Scale: 1" = 200' Date: 07.17.2025



MP-01

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www.dalydesign.com





50' Lot

For Illustrative Purposes Only



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60' Lot
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60' Lot

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70' Lot

For Illustrative Purposes Only



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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: August 11, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (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 real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 91.07 +/- acres from Lake County Rural Transition and Rural to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 91.07 acres. The property is generally located south of CR 48 and east of Number Two Road. Currently, the property is vacant/residential. The proposed use is 586 detached single-family residences. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Rural Transition, Rural, and City Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural Transition and Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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 REAL PROPERTY CONSISTING OF APPROXIMATELY 91.07 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48 AND EAST OF NUMBER TWO ROAD, LYING IN SECTIONS 17 & 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA LSCP)

WHEREAS, the City Commission has received 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 91.07 acres of land generally south of CR 48 and east of Number Two Road from Lake County Rural Transition and Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Sections 17 & 20, Township 20 South, Range 25 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 11th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 17; THENCE RUN SOUTH 88°25'24" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 FOR A DISTANCE OF 1316.74 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°54'01" WEST FOR A DISTANCE OF 893.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, AS RECORDED IN ROAD PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: SOUTH 59°25'35" EAST FOR A DISTANCE OF 1260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A POINT OF NON-TANGENCY SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF TRIMPI ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1010.00 FEET TO SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 89°13'46" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 2579.96 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NUMBER TWO ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 6040, PAGE 215, SAID POINT ALSO LYING ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 16°35'08" WEST, AND A CHORD DISTANCE OF 100.45 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°51'21" FOR A DISTANCE OF 100.51 FEET TO A POINT OF NON TANGENCY SAID POINT LYING ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST FOR A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 FOR A DISTANCE OF 425.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 72.60 ACRES, MORE OR LESS.

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 33 FEET THEREOF FOR RIGHT OF WAY OF NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED LYING IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 20, SAID CORNER BEING THE NORTHWEST CORNER OF A 30.00 FOOT WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°11'14" EAST ALONG THE NORTH LINE OF SAID EASEMENT AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 FOR A DISTANCE OF 33.00 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°44'28" EAST ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 662.44 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°11'52" EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 627.14 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 00°42'09" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 662.56 FEET TO A POINT LYING ON THE NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 627.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.54 ACRES, MORE OR LESS.

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 660.59 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, SAID CORNER BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°11'14" WEST ALONG SAID NORTH AND SOUTH LINES FOR A DISTANCE OF 660.59 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN NORTH 00°39'49" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 662.68 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 89°11'52" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 660.14 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 00°37'29" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, ALSO BEING THE EAST LINE OF THE 20.00 FOOT WIDE INGRESS, EGRESS AND UTILITIES EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2415, PAGE 2361 AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR A DISTANCE OF 662.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.05 ACRES, MORE OR LESS.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

GENERAL LOCATION: South side of CR 48, East of Number Two Road

FUTURE LAND USE DESIGNATION: Lake County Rural Transition and Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density and Rural Transition
South – Lake County Rural
East – Lake County Rural and Rural Transition
West – Lake County Rural Transition and City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Rural Transition & Rural	Estate Residential	91.07 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), and A (Agriculture)
South – Lake County R-1 (Rural Residential) and CFD (Community Facility District)
East – Lake County A (Agriculture) and R-3 (Medium Residential District)
West – Lake County A (Agriculture), R-1 (Rural Residential), R-2 (Estate Residential) and City A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant / Residential

SURROUNDING LAND USE:

North – Single Family, Vacant Residential, Manufactured Home
South – Timber, Cropland, Single Family
East – Single Family, Nursery
West – Single Family, Timber, Orange Grove, Cropland

PROPOSED LAND USE: Residential Subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 05/16/2025

FIRE

In reference to Case Number LSCP-25-512, PUD-25-513

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-512, PUD-25-513 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 5/14/2025

ELECTRIC

“This is outside of Leesburg Electric’s Service Territory.” – Steve Davis 5/1/2025

GAS

“No comment” – Wayne Williams 5/1/2025

GIS

No comments received as of 05/16/2025

BUILDING

No comments received as of 05/16/2025

PUBLIC WORKS

No comments received as of 05/16/2025

ADDRESSING

No comments received as of 05/16/2025

ECONOMIC DEVELOPMENT

No comments received as of 05/16/2025

LAKE COUNTY PUBLIC WORKS

Please see attached comments.

LAKE COUNTY SCHOOLS

No comments received as of 05/16/2025

PUBLIC RESPONSES

Approval

No comments received as of 05/16/2025

Disapproval

No comments received as of 05/16/2025



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

May 16, 2025

Dianne Yekel
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Lake Margaretta / Planned Unit Development - Planned Use Development
CASE NO.: PUD-25-513

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Lake Margaretta Estates

- The north portion of the site is currently within the County.
- Turn Lanes are required at development's entrance
- Right-of-way does not meet required minimal standard widths

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Lake County Department of Public Works recommended requirements for the Lake Margaretta PUD impacts to roadways and drainage systems:

CR 48:

- A traffic signal may be required at Number Two Rd and CR 48. A signal warrant analysis will be required by the development that includes all existing trips and vested trips.
- A traffic signal is identified at the Entry Road and CR 48 based on the signal warrant from the provided traffic impact study. If this is verified as warranted and location of access is worked out between the developer, city, and county, then the developer shall be responsible for sole cost of permitting, design, and construction of the traffic signal.
- Access proposed off CR 48 will need to meet Lake County access management requirements.
- A left and right turn lanes on CR 48 will be required at the development's entrance.
- A sidewalk will be required along CR 48 road frontage for the development to meet both city and county standards.
- CR 48 is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 48 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 48 will be required and will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 48 may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Utility easements will need to be provided along CR 48 for the length of the development.

Trimpi Road:

- The concept plan for the PUD shows no access from Trimpi Road.
- A request of 8-ft of right-of-way for Trimpi Road to match what Trimpi Place Plat shows to complete the minimum standard right-of-way for a local road with swale drainage for a rural section roadway.

Gospel Hill Road and Helgs Road (Easements):

- Both Gospel Hill Road and Helgs Road are non-exclusive easements dedicated to the Public for road, road related, utility, and drainage purposes. These non-exclusive easements are not maintained by the county. The proposed development based on the submitted documents show impacting these easements with proposed development over them or potential altering the access. These easement access ways need to be maintained to allow ingress and egress by those existing parcels east, north, and south of the proposed development.
- The emergency access will need to be controlled to allow existing users to access the roadway; and the development to only access for emergencies.

Number Two

- The concept plan for the PUD shows emergency access from Number Two Road.
- Developer improvements on Number Two Rd. will require a minimum of 12-foot-wide travel lanes and 8-foot shoulder (4-foot paved and 4-ft stabilized) on both sides of the road along the development.
- Developer improvements on Number Two Rd. will require a northbound right turn lane and a southbound left turn lane on Number Two Rd. Additional improvements may be required along other portions of Number Two Road and will be further evaluated with future development applications.
- The development will need to provide sidewalks along Number Two Road to meet county and city requirements.
- There is no apparent right of way dedication for Number Two Rd. Dedication of a minimum of 40 ft. of right of way from centerline will be required along the development frontage of Number Two Rd. Additional right of way will be required for the final roadway improvements which will exceed 40-ft in order to construct turn lanes, drainage, and sidewalks

Development Connectivity:

- The concept plan provided with this PUD application identifies cross connection to the southeast for future connectivity for development. This connection and the other properties not part of this development shall be provided access from the improved roads within this proposed development.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to the Central Lake Trail along CR 48 and US 27 Trail. Both trails are identified on the Trail Master Plan and accommodations for these trails is recommended to be provided by this development.

Traffic:

- A Traffic Impact Study has been provided by the applicant's engineer for review. The TIS is currently under review and comments on it will be provided back to the applicant.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Road Design

- The road design for the internal roads of the development and the offsite road improvements will need to be designed to meet City, County, Florida Greenbook, and FDOT standards, as applicable.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Approval may be subject to Board of County Commission approval.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Kandi Harper, Senior Planner for City of Leesburg



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 22, 2025
OWNERS: C.A. Deems II, Fangorn Farms LLC, Howey 7311 LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta Estates
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential
CASE NO.: LSCP-25-512

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

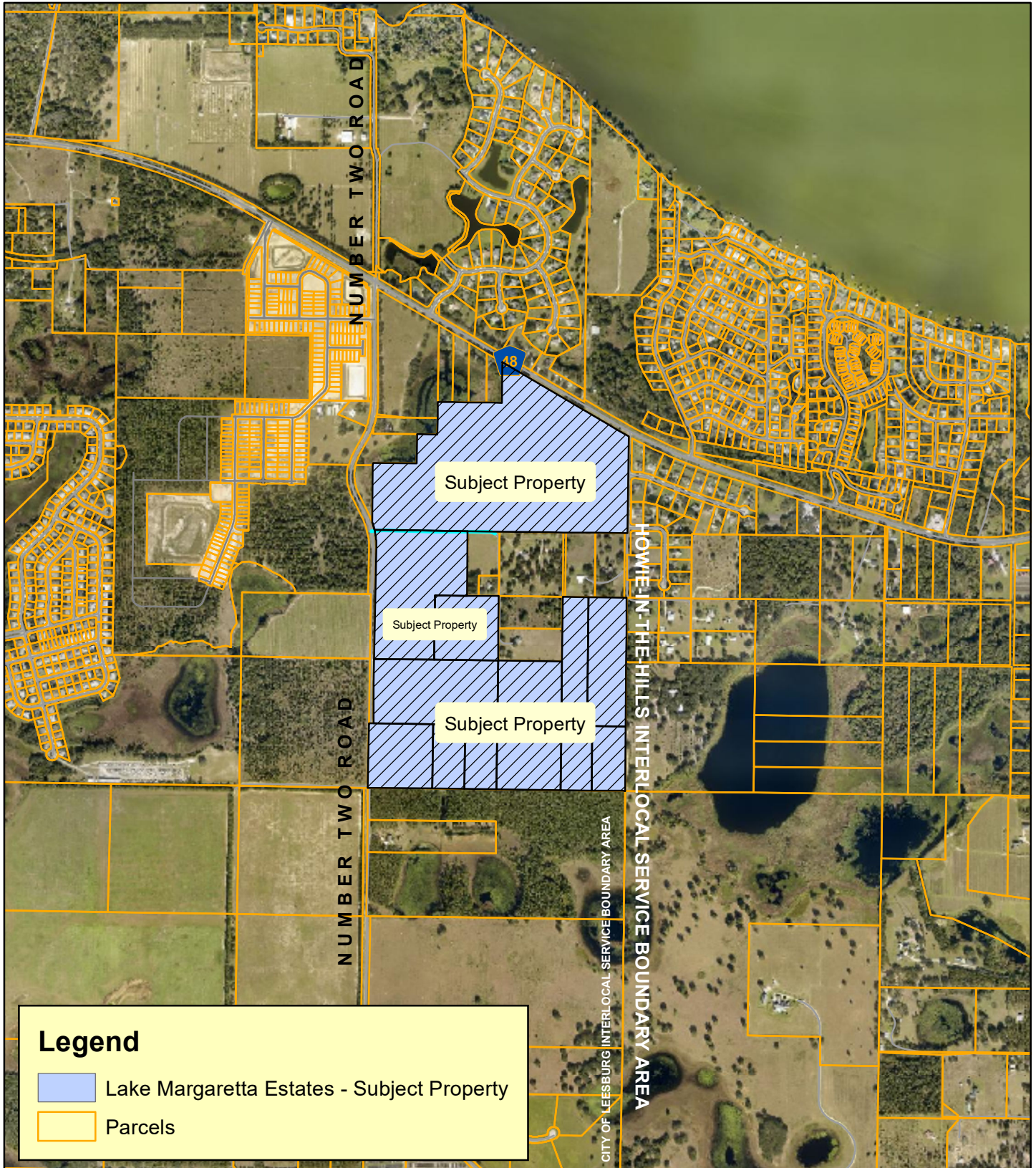
APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density, Rural Transition, Rural, and City Estate Residential.
3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), CFD (Community Facility District), and A (Agriculture), and City A (Agriculture) and PUD (Planned Unit Development).
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** staff's recommendation to change the future land use of the subject property from Lake County Rural Transition and Rural to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

Aerial

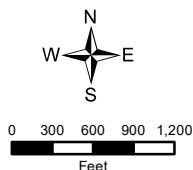


Legend

- Lake Margaretta Estates - Subject Property
- Parcels

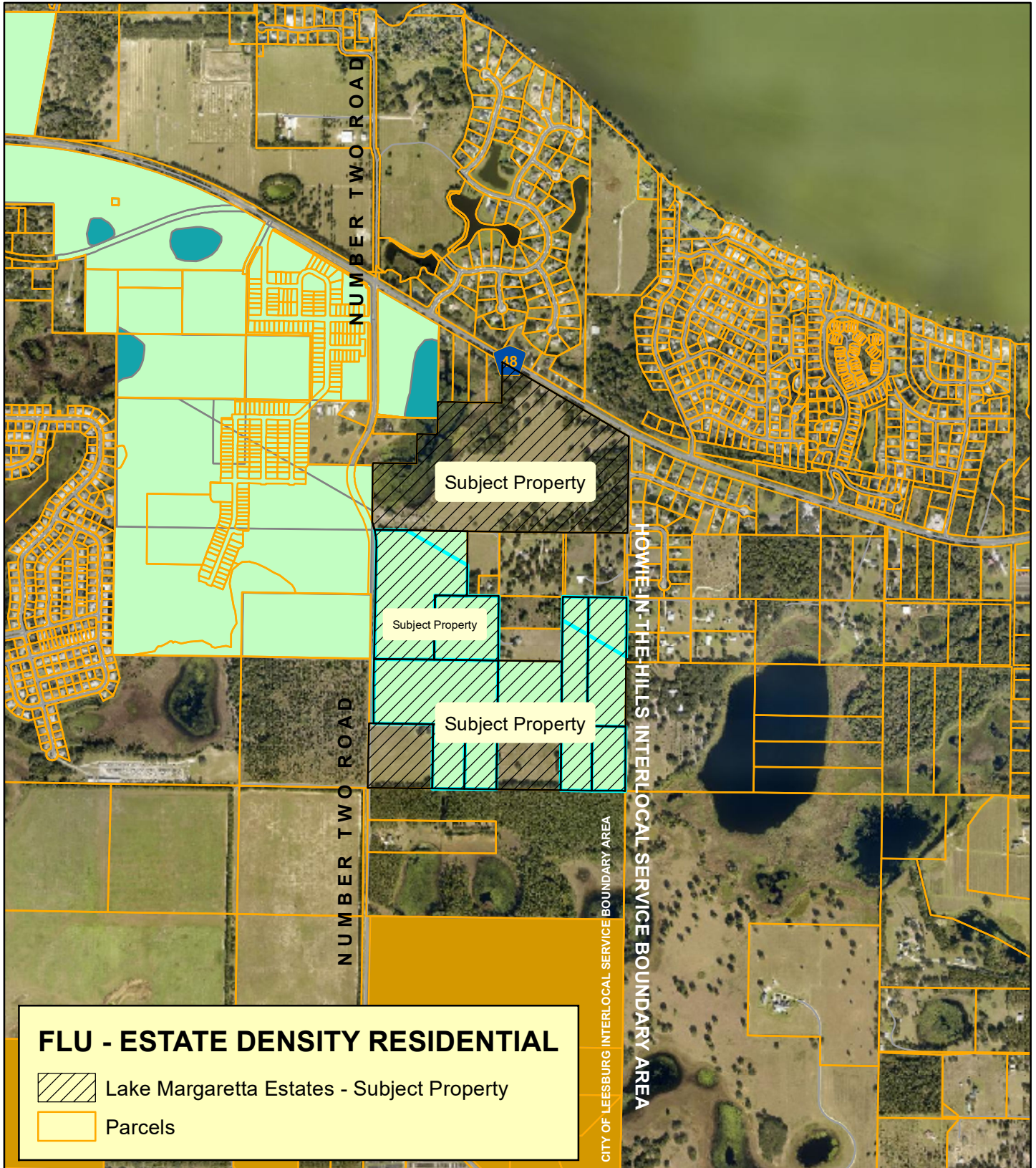


**Planning
& Zoning
Division**

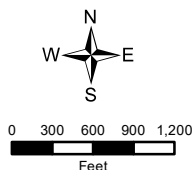


Lake Margaretta Estates
 ANNX-25-511; LSCP-25-512; PUD-25-513
 AK#: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#: ANNX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Future Land Use



**Planning
& Zoning
Division**



Lake Margaretta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

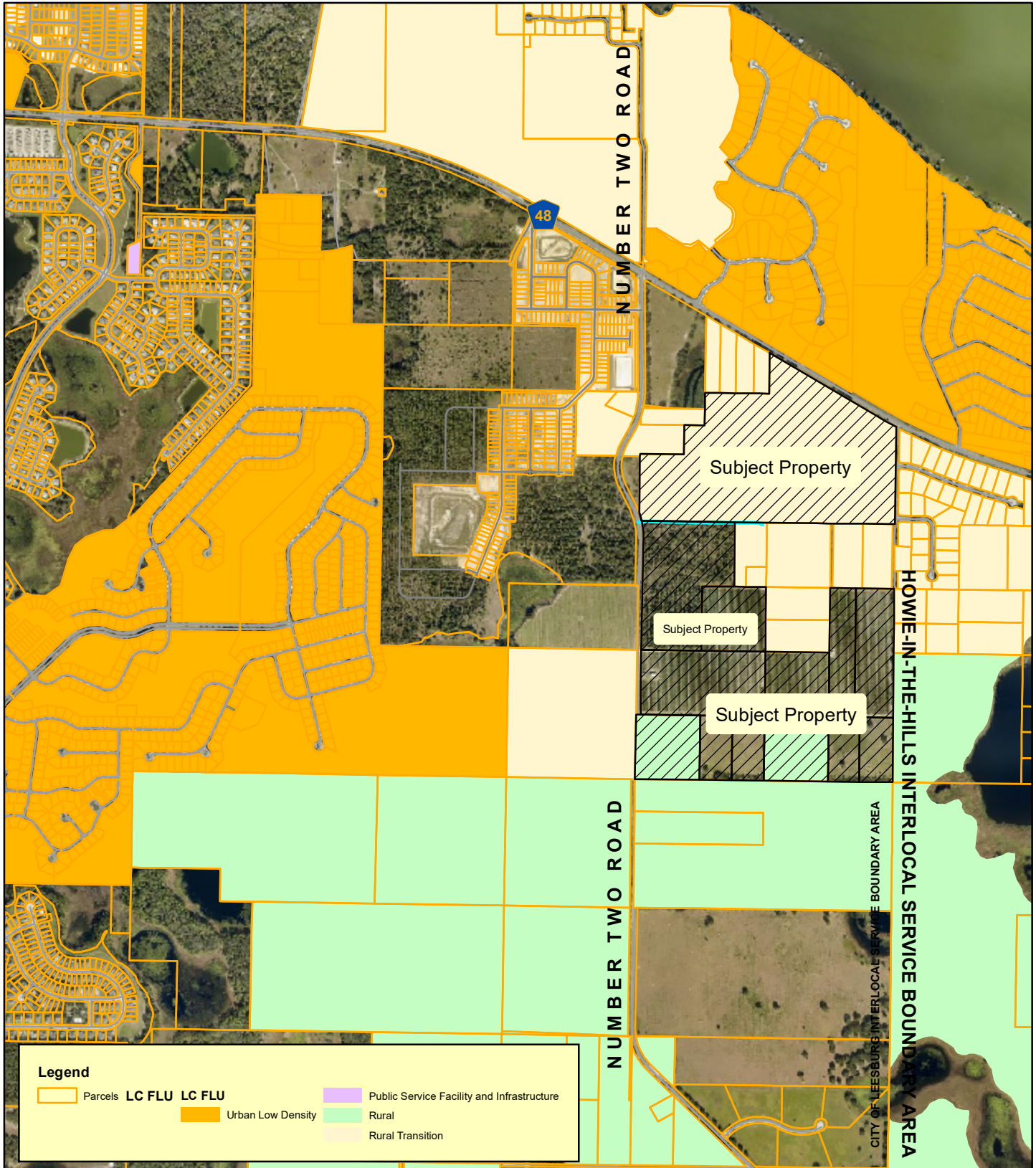
AK#s: ANNEX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)

AK#x: ANNEX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)

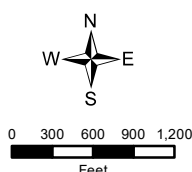
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Lake County Future Land Use



**Planning
& Zoning
Division**



Lake Margareta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

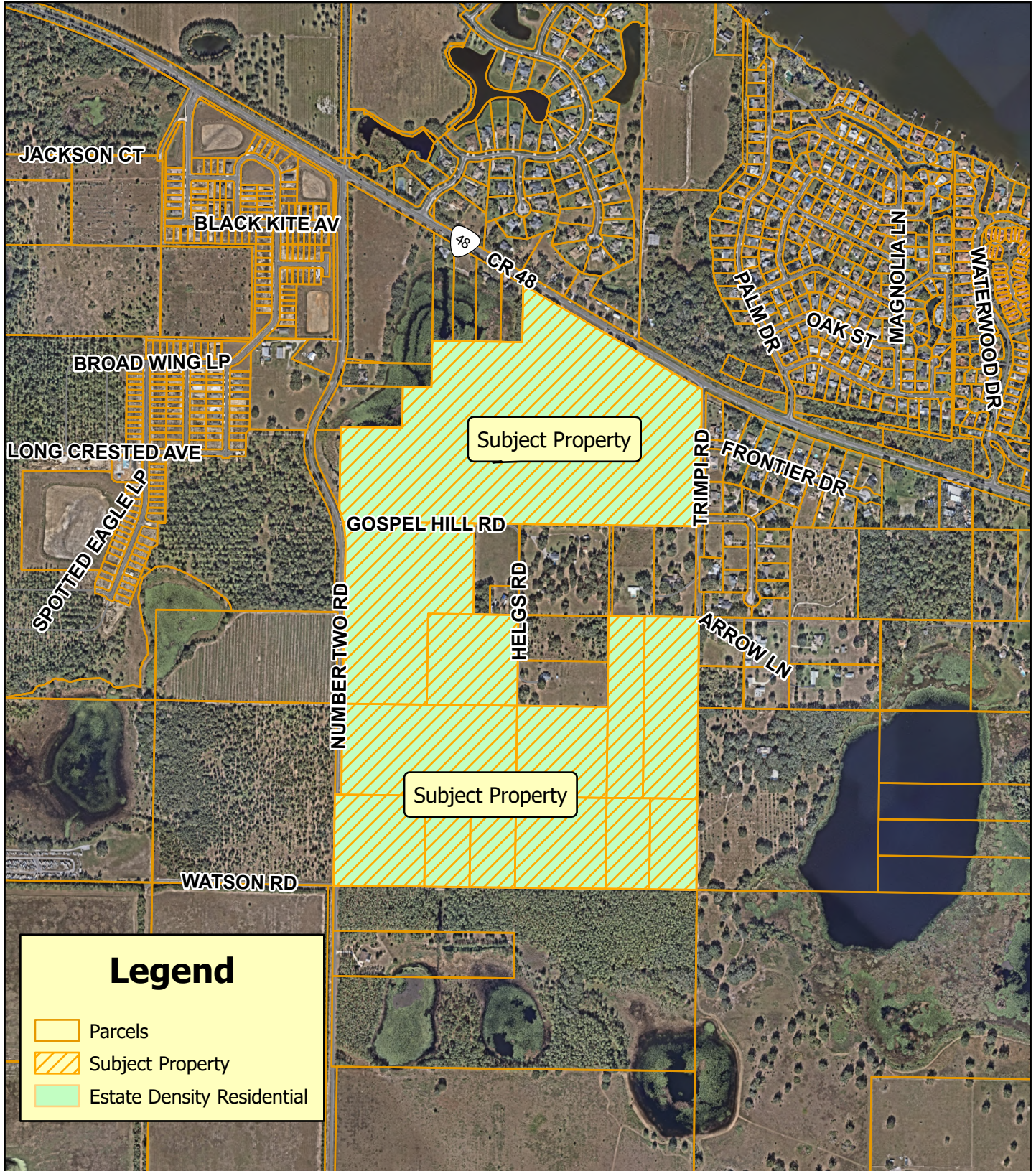
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AK#x: ANNEX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)

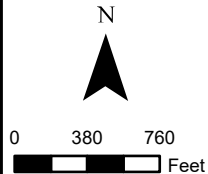
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Lake Margaretta Estates
 ANN-25-511; LSCP-25-512; PUD-25-513
 AK#s: ANN & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#x: ANN, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377;
 1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 April 14, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: August 11, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 196.07 +/- acres from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences, for a property generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences.

Analysis:

The project site is approximately 196.07 +/- acres, and is generally located south of CR 48 and east of Number Two Road as shown on the attached maps. At this time, the property is vacant/residential. The proposal will allow for 586 detached single-family residences. The existing land uses surrounding the property are Single Family, Vacant Residential, Manufactured Home, Timber, Cropland, Nursery, and Orange Grove. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval.

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:

Future 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 ON APPROXIMATELY 196.07 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE), CITY RE-1 (ESTATE DENSITY RESIDENTIAL) AND CITY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 586 DETACHED SINGLE-FAMILY RESIDENCES, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48 AND EAST OF NUMBER TWO ROAD, LYING IN SECTIONS 17 & 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA PUD)

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

Section 1.

Based upon the petition of Robert Zlatkiss, Esq. (American Land Mount Dora, LLC) on behalf of C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, and Purcell Groves LLC, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City 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 11th day of August 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND IN SECTION 17 AND 20, TOWNSHIP 20 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2,609.35 FEET TO THE EAST RIGHT OF WAY LINE ON NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED; THENCE RUN ALONG SAID EAST RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 00°44'28" EAST, A DISTANCE OF 1,324.88 FEET; THENCE RUN SOUTH 89°12'30" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN NORTH 01°25'36" EAST, A DISTANCE OF 1113.14 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 09°17'37" WEST, AND A CHORD DISTANCE OF 312.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'25" FOR A DISTANCE OF 314.33 FEET TO A NON TANGENT LINE BEING A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST, ALONG SAID WEST LINE A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4, THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST, A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 425.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO ROAD PLAT BOOK 1, PAGE 5 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 59°25'35" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A NON-TANGENT LINE LYING ON THE WEST RIGHT OF WAY OF TRIMPI ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,010.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17 AND NORTH LINE OF SAID SECTION 20; THENCE RUN NORTH 89°13'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 AND THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1621.98 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°40'59" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID

NORTH LINE, A DISTANCE OF 329.62 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°39'49" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 662.68 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°12'30" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 00°37'29" EAST ALONG THE WEST LINE OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.80 TO THE NORTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG THE NORTH LINE OF THE WEST 264 FEET SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE NORTH LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.24 FEET TO THE NORTHEAST CORNER OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°35'10 WEST ALONG THE EAST LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 396 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1988.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.60 ACRES MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margareta Estates
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-25-513

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of this request for the following reason(s):

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), CFD (Community Facility District), and A (Agriculture), and City A (Agriculture) and PUD (Planned Unit Development).
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density, Rural Transition, Rural, and City Estate Residential.
3. The proposed request, as conditioned, does not appear to create a detriment to surrounding properties, based on the conditions, location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margareta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

GENERAL LOCATION: South side of CR 48, East of Number Two Road

FUTURE LAND USE DESIGNATION: Lake County Rural Transition and Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density and Rural Transition
South – Lake County Rural
East – Lake County Rural and Rural Transition
West – Lake County Rural Transition and City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Rural Transition & Rural	Estate Residential	91.07 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), and A (Agriculture)
South – Lake County R-1 (Rural Residential) and CFD (Community Facility District)
East – Lake County A (Agriculture) and R-3 (Medium Residential District)
West – Lake County A (Agriculture), R-1 (Rural Residential), R-2 (Estate Residential) and City A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant / Residential

SURROUNDING LAND USE:

North – Single Family, Vacant Residential, Manufactured Home
South – Timber, Cropland, Single Family
East – Single Family, Nursery
West – Single Family, Timber, Orange Grove, Cropland

PROPOSED LAND USE: Residential Subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 05/16/2025

FIRE

In reference to Case Number LSCP-25-512, PUD-25-513

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-512, PUD-25-513 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 5/14/2025

ELECTRIC

“This is outside of Leesburg Electric’s Service Territory.” – Steve Davis 5/1/2025

GAS

“No comment” – Wayne Williams 5/1/2025

GIS

No comments received as of 05/16/2025

BUILDING

No comments received as of 05/16/2025

PUBLIC WORKS

No comments received as of 05/16/2025

ADDRESSING

No comments received as of 05/16/2025

ECONOMIC DEVELOPMENT

No comments received as of 05/16/2025

LAKE COUNTY PUBLIC WORKS

Please see attached comments.

LAKE COUNTY SCHOOLS

No comments received as of 05/16/2025

PUBLIC RESPONSES

Approval

No comments received as of 05/16/2025

Disapproval

No comments received as of 05/16/2025



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

May 16, 2025

Dianne Yekel
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Lake Margaretta / Planned Unit Development - Planned Use Development
CASE NO.: PUD-25-513

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for Lake Margaretta Estates

- The north portion of the site is currently within the County.
- Turn Lanes are required at development's entrance
- Right-of-way does not meet required minimal standard widths

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

Lake County Department of Public Works recommended requirements for the Lake Margaretta PUD impacts to roadways and drainage systems:

CR 48:

- A traffic signal may be required at Number Two Rd and CR 48. A signal warrant analysis will be required by the development that includes all existing trips and vested trips.
- A traffic signal is identified at the Entry Road and CR 48 based on the signal warrant from the provided traffic impact study. If this is verified as warranted and location of access is worked out between the developer, city, and county, then the developer shall be responsible for sole cost of permitting, design, and construction of the traffic signal.
- Access proposed off CR 48 will need to meet Lake County access management requirements.
- A left and right turn lanes on CR 48 will be required at the development's entrance.
- A sidewalk will be required along CR 48 road frontage for the development to meet both city and county standards.
- CR 48 is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 48 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 48 will be required and will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 48 may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- Utility easements will need to be provided along CR 48 for the length of the development.

Trimpi Road:

- The concept plan for the PUD shows no access from Trimpi Road.
- A request of 8-ft of right-of-way for Trimpi Road to match what Trimpi Place Plat shows to complete the minimum standard right-of-way for a local road with swale drainage for a rural section roadway.

Gospel Hill Road and Helgs Road (Easements):

- Both Gospel Hill Road and Helgs Road are non-exclusive easements dedicated to the Public for road, road related, utility, and drainage purposes. These non-exclusive easements are not maintained by the county. The proposed development based on the submitted documents show impacting these easements with proposed development over them or potential altering the access. These easement access ways need to be maintained to allow ingress and egress by those existing parcels east, north, and south of the proposed development.
- The emergency access will need to be controlled to allow existing users to access the roadway; and the development to only access for emergencies.

Number Two

- The concept plan for the PUD shows emergency access from Number Two Road.
- Developer improvements on Number Two Rd. will require a minimum of 12-foot-wide travel lanes and 8-foot shoulder (4-foot paved and 4-ft stabilized) on both sides of the road along the development.
- Developer improvements on Number Two Rd. will require a northbound right turn lane and a southbound left turn lane on Number Two Rd. Additional improvements may be required along other portions of Number Two Road and will be further evaluated with future development applications.
- The development will need to provide sidewalks along Number Two Road to meet county and city requirements.
- There is no apparent right of way dedication for Number Two Rd. Dedication of a minimum of 40 ft. of right of way from centerline will be required along the development frontage of Number Two Rd. Additional right of way will be required for the final roadway improvements which will exceed 40-ft in order to construct turn lanes, drainage, and sidewalks

Development Connectivity:

- The concept plan provided with this PUD application identifies cross connection to the southeast for future connectivity for development. This connection and the other properties not part of this development shall be provided access from the improved roads within this proposed development.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to the Central Lake Trail along CR 48 and US 27 Trail. Both trails are identified on the Trail Master Plan and accommodations for these trails is recommended to be provided by this development.

Traffic:

- A Traffic Impact Study has been provided by the applicant's engineer for review. The TIS is currently under review and comments on it will be provided back to the applicant.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Road Design

- The road design for the internal roads of the development and the offsite road improvements will need to be designed to meet City, County, Florida Greenbook, and FDOT standards, as applicable.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Approval may be subject to Board of County Commission approval.

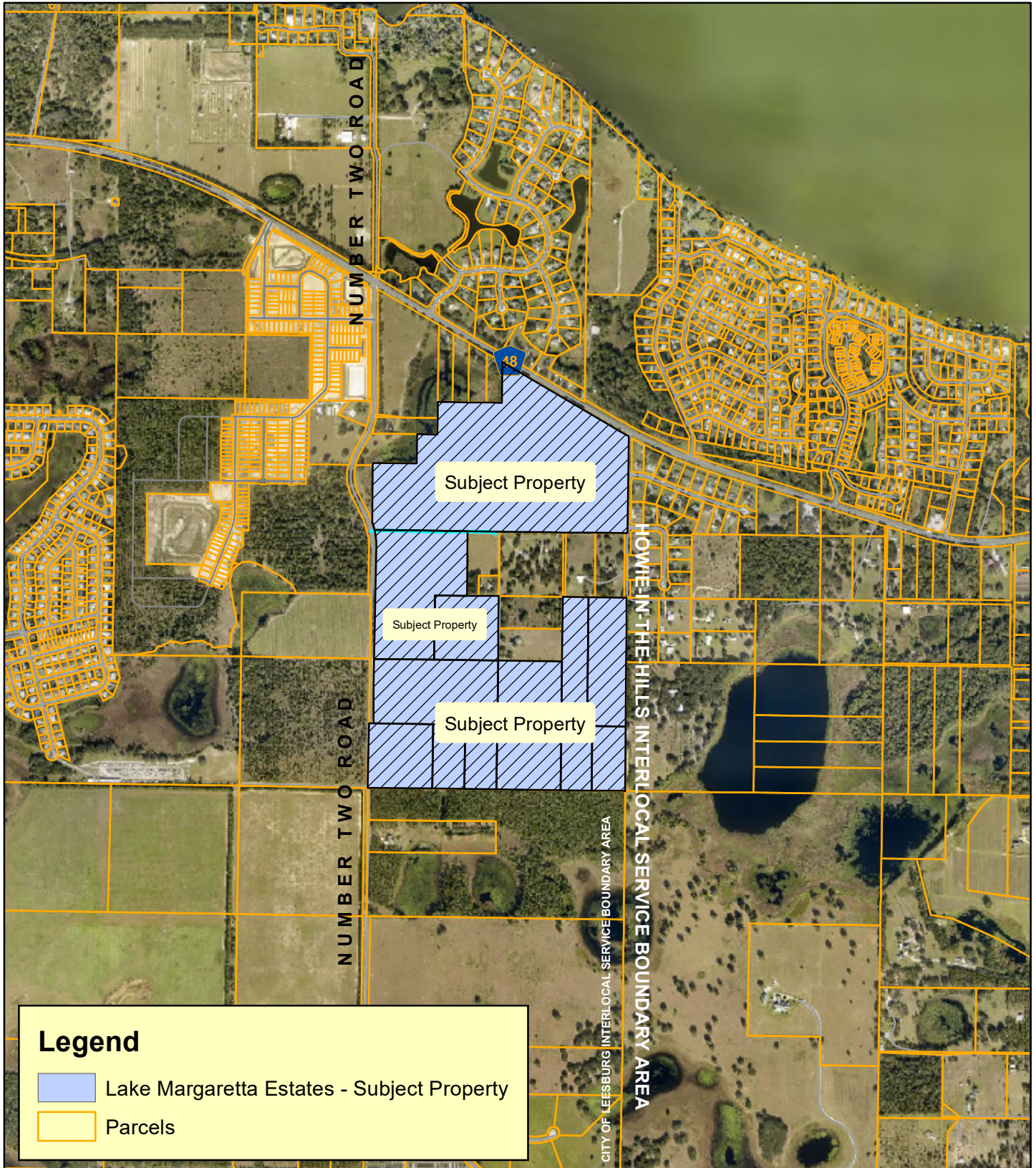
Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Kandi Harper, Senior Planner for City of Leesburg

Aerial

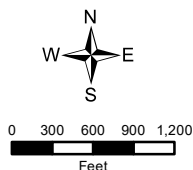


Legend

- Lake Margaretta Estates - Subject Property
- Parcels

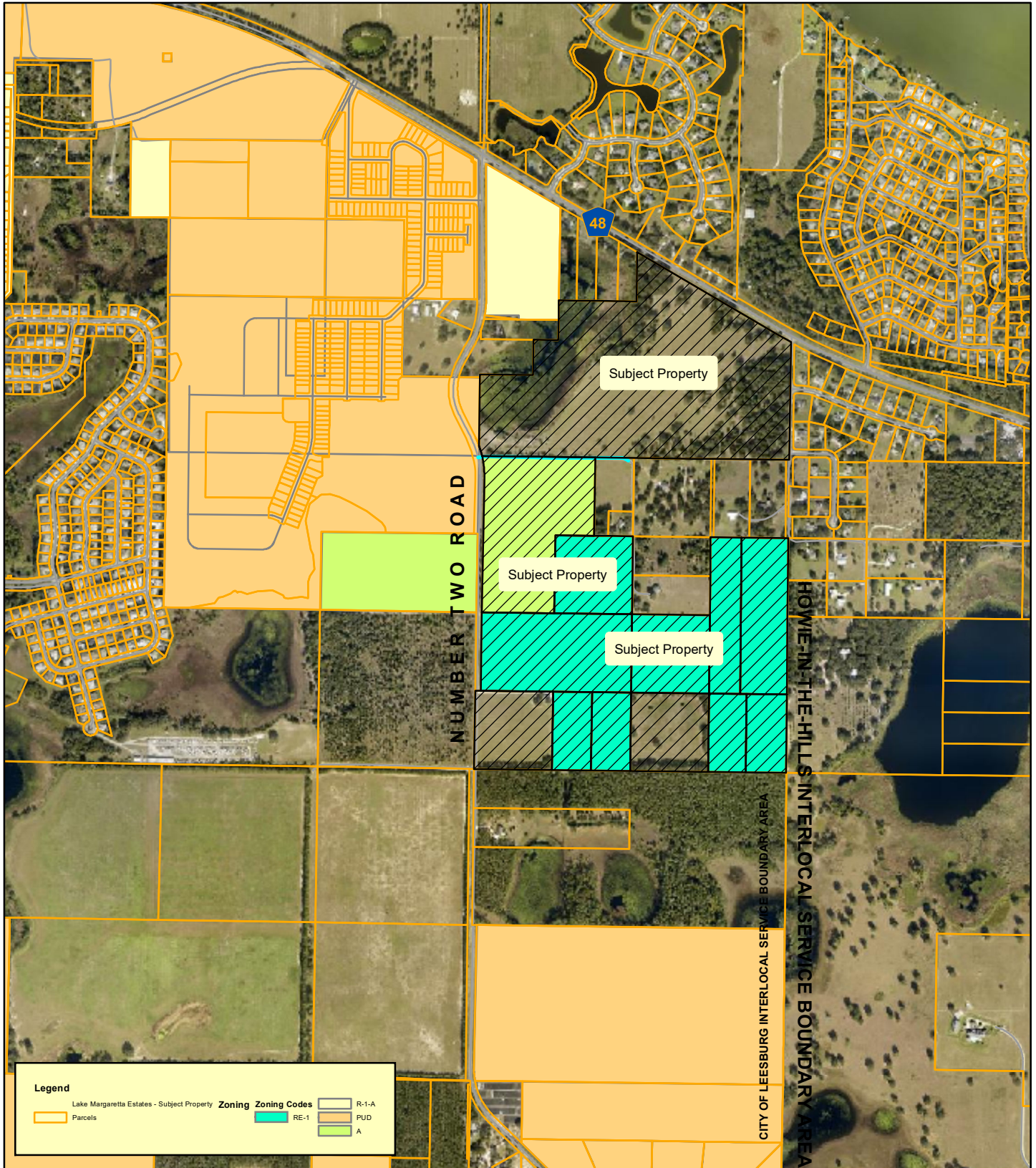


**Planning
& Zoning
Division**

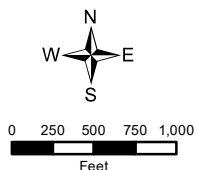


Lake Margaretta Estates
 ANNX-25-511; LSCP-25-512; PUD-25-513
 AK#: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#: ANNX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Zoning



**Planning
& Zoning
Division**



Lake Margaretta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

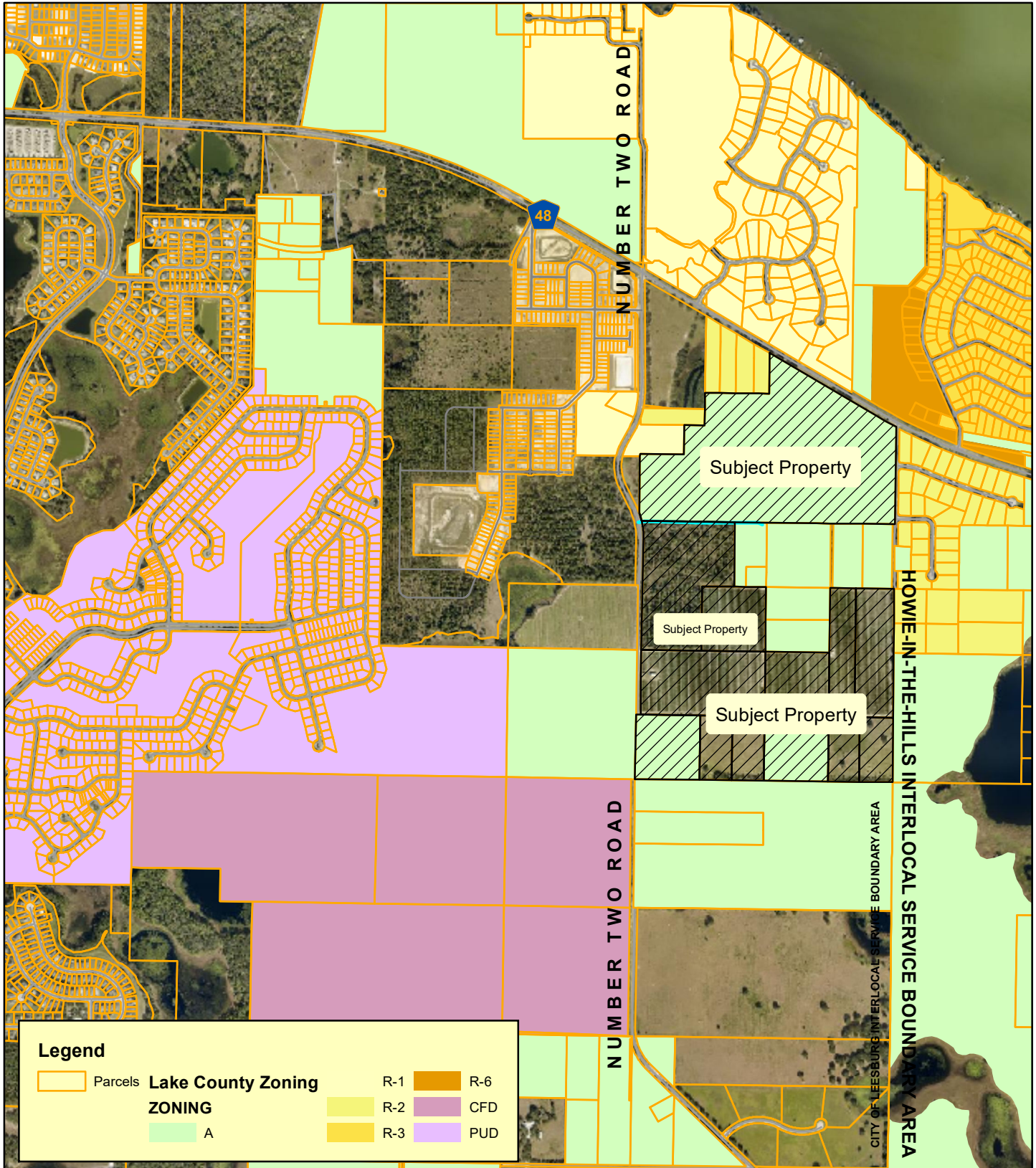
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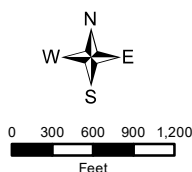
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Lake County Zoning



**Planning
& Zoning
Division**



Lake Margareta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

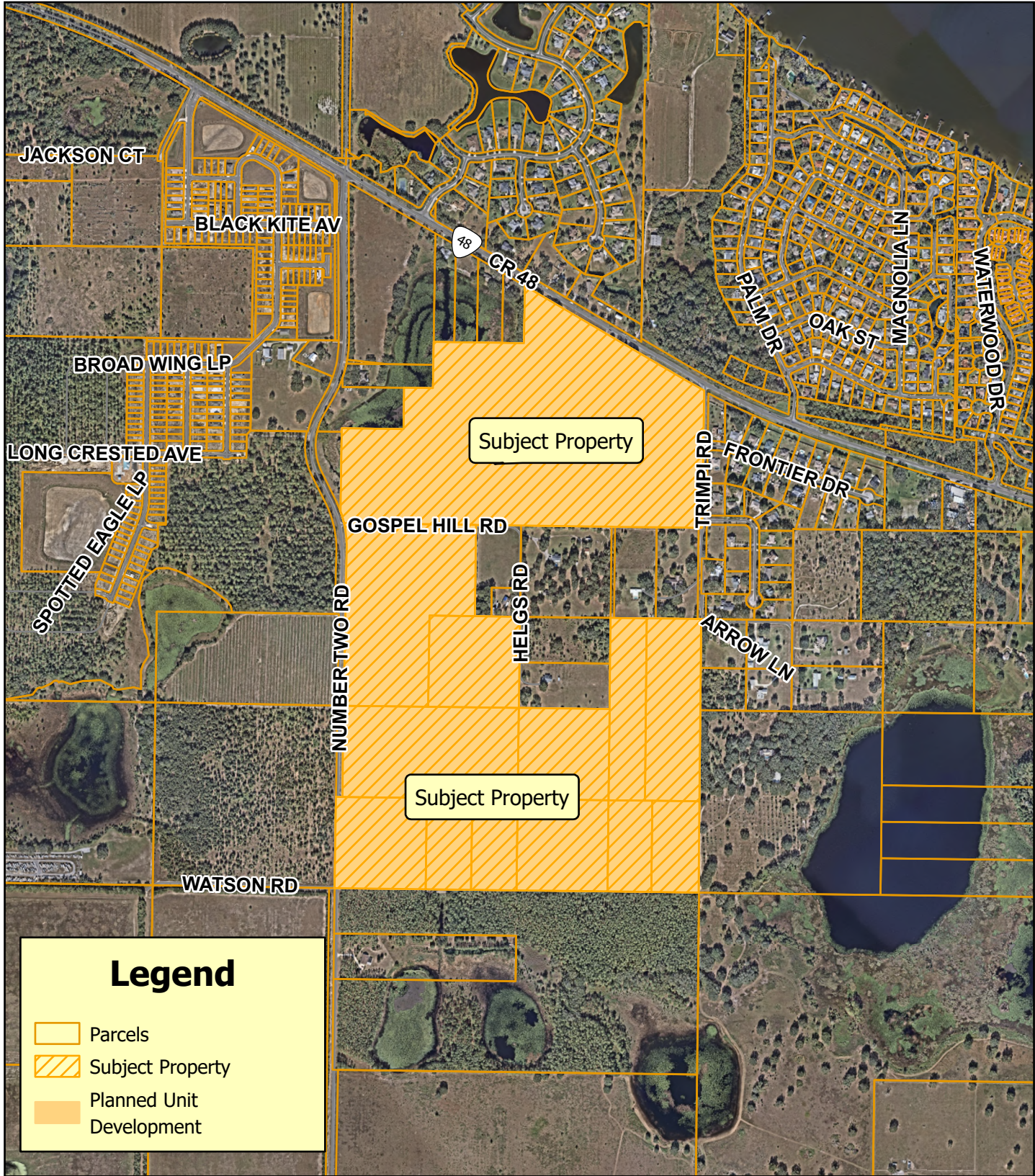
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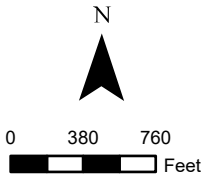
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Proposed Zoning



**Planning
& Zoning
Division**

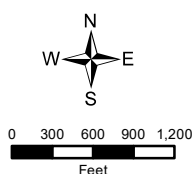


Lake Margaretta Estates
ANNX-25-511; LSCP-25-512; PUD-25-513
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1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
Sections 17 & 20, Township 20 South, Range 25 East
April 14, 2025

Surrounding Land Use

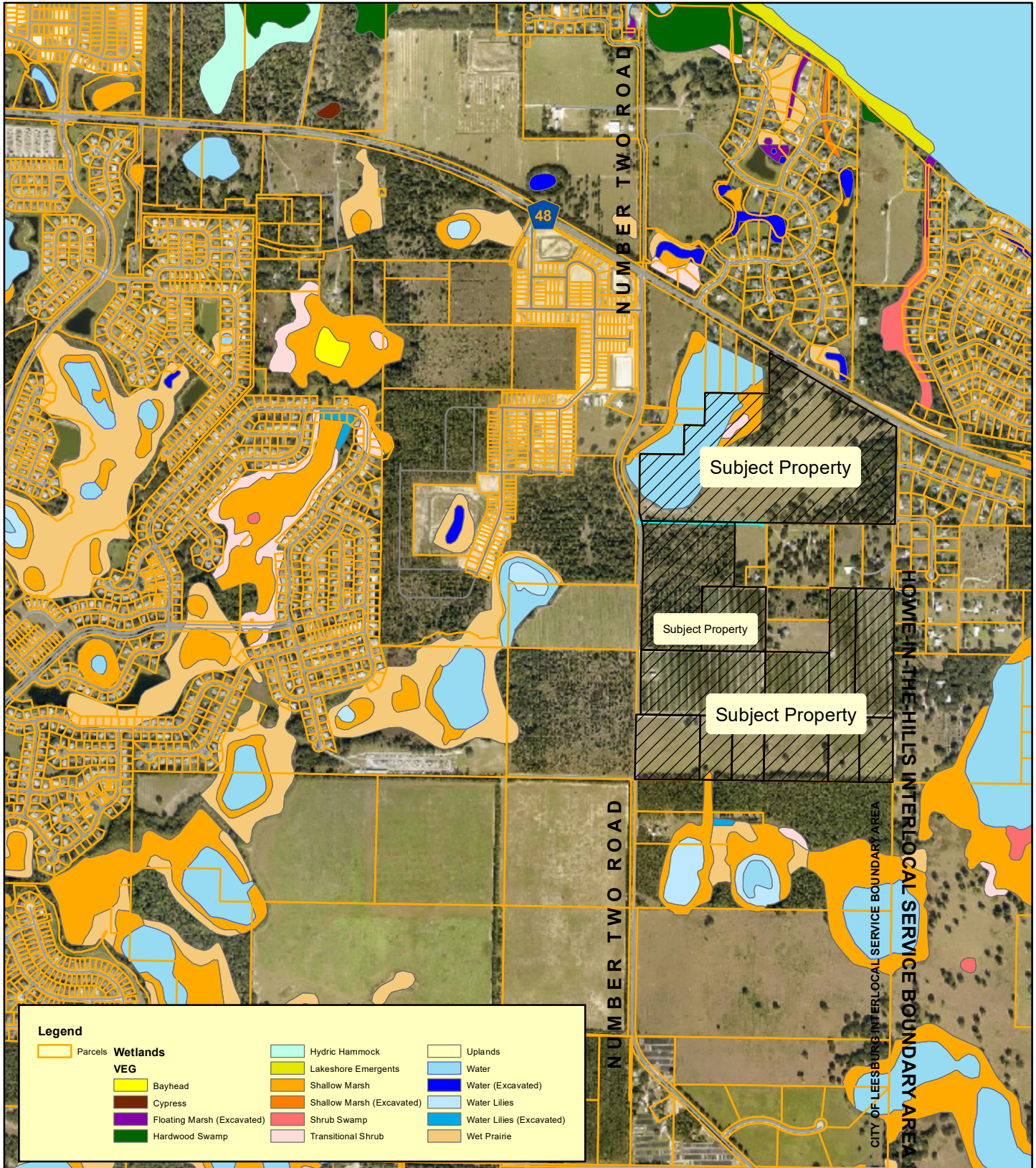


**Planning
& Zoning
Division**

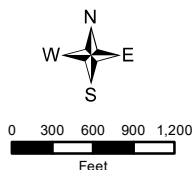


Lake Margaretta Estates
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 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Wetlands

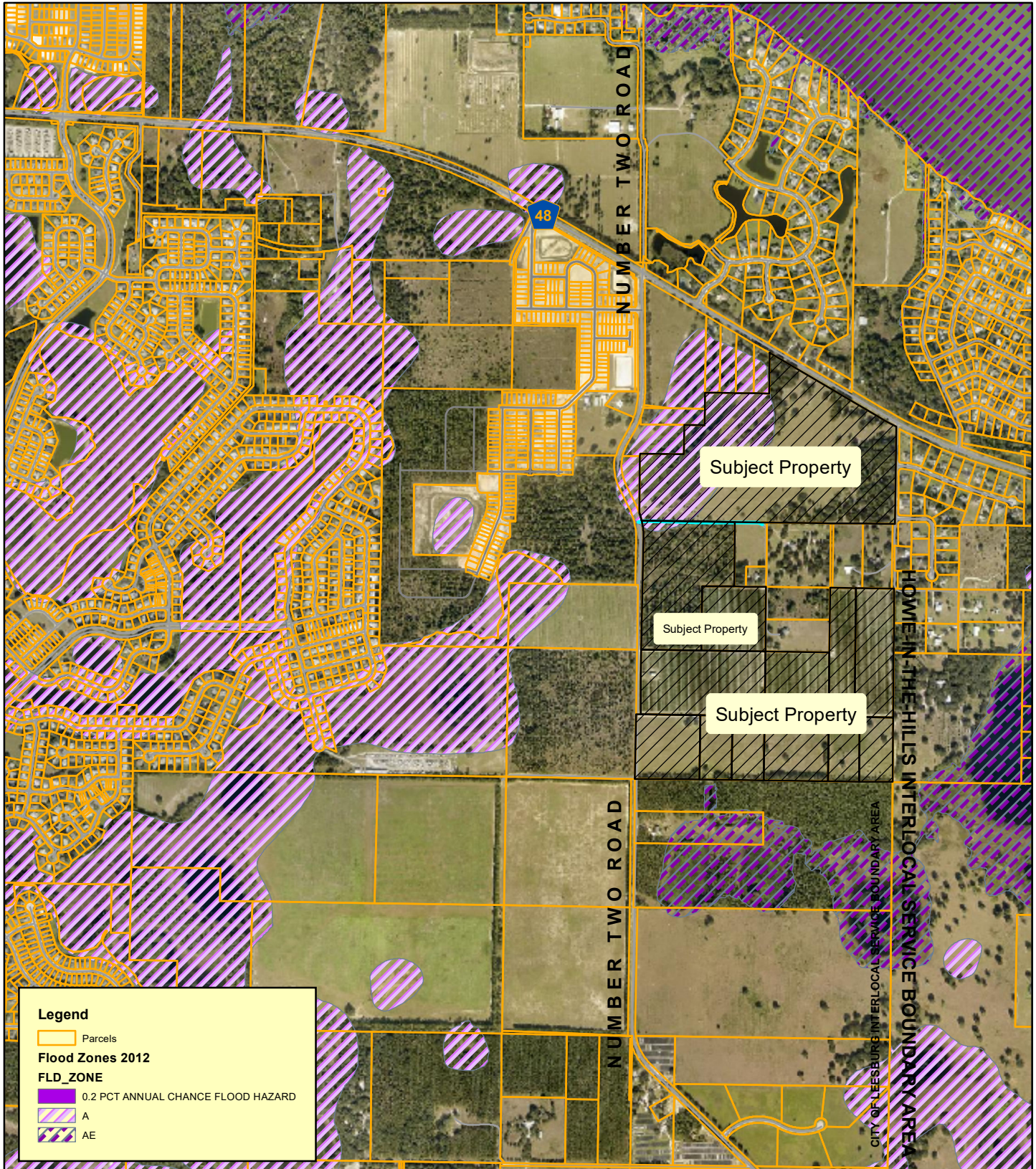


**Planning
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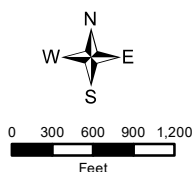


Lake Margareta Estates
 ANN-25-511; LSCP-25-512; PUD-25-513
 AK#s: ANN & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#x: ANN, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Flood Zones



**Planning
& Zoning
Division**



Lake Margareta Estates
ANNX-25-511; LSCP-25-512; PUD-25-513
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Sections 17 & 20, Township 20 South, Range 25 East
March 19, 2025

**LAKE MARGARETTA ESTATES
PLANNED UNIT DEVELOPMENT AGREEMENT
MAY 22, 2025**

This Planned Unit Developme
nt Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of
Leesburg Planning Commission, Lake County, Florida to **C.A. Deems II, 7435 Holy Hill Ln,
Yalaha, FL 34797; Central Properties Holdings LLC 8615 Commodity Cir, Ste 17, Orlando,
FL, 32819; Fangorn Farms LLC, 7351 Number Two Rd, Howey-in-the-Hills, FL 34737;
Howey 7311 LLC, 7351 Number 2 Rd, Howey-in-the-Hills, FL 34737; Purcell Groves LLC,
2903 Austin Merritt Rd, Groveland, FL 34736 (Robert Zlatkiss, Esq., American Land Mount
Dora, LLC, 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 subdivision consisting of approximately 196.07 +/- acres containing a maximum of 586 detached single-family residential units and associated amenities, generally located on the south side of CR 48, east of Number Two Road, 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 **C.A. Deems II, 7435 Holy Hill Ln, Yalaha, FL 34797; Central Properties Holdings LLC 8615 Commodity Cir, Ste 17, Orlando, FL, 32819; Fangorn Farms LLC, 7351 Number Two Rd, Howey-in-the-Hills, FL 34737; Howey 7311 LLC, 7351 Number 2 Rd, Howey-in-the-Hills, FL 34737; Purcell Groves LLC, 2903 Austin Merritt Rd, Groveland, FL 34736 (Robert Zlatkiss, Esq., American Land Mount Dora, LLC, 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 196.07 +/- acres, shall be used for platted, detached 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. Outdoor recreation intended for the primary use of residents, such as trails, parks, and outdoor fitness equipment.
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 586 detached single-family residential units, at a gross density not to exceed 2.98 units per acre on the approximately 196.07-acre site, as shown on **Exhibit C, Conceptual Development Plan**.
- B. Fifty- (50) foot lots shall be oriented to the interior of the development. Lots above fifty (50) feet in width shall be generally located along exterior boundaries.
- C. Interior fifty- (50) foot lots may be substituted for larger lot sizes meeting the requirements herein with the Planning and Zoning Director's site plan review and approval.
- D. Each detached single-family residential unit shall have a minimum two (2) car garage.
- E. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.
- F. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).

- G. 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.
- H. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- I. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- J. Maximum building height: two (2) stories or 35 feet.
- K. 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.
- L. 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.
- M. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- N. 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.
- O. The minimum lot development standards shall be:
 - 1. For 50-foot lots:
 - a. A maximum of 316 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,700 square feet living area (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - 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 155 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,800 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - 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 – 7.5 feet;
Corner Side – 15 feet.

3. For 70-foot lots:
 - a. No less than 115 lots shall have a minimum lot width of seventy (70) feet.
 - b. Minimum house size: 1,900 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 8,400 square feet.
 - e. Minimum width 70 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 – 7.5 feet;
Corner Side – 15 feet.

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 as shown on **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 landscape buffer tract shall be provided along the north, south, east, and west boundaries with plantings as shown in Figure B below.
- C. All 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.
- D. Each platted single-family residential lot of record shall contain a minimum of one canopy or understory 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.
- E. A split-rail fence or opaque plank fence, of either wood or vinyl/synthetic construction, shall be installed along the north, south, east, and west boundaries.

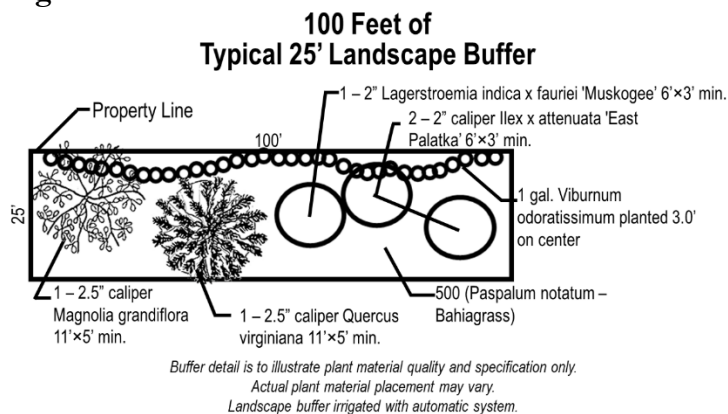
The fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. Acceptable fence samples and placement for the standards herein are shown in **Exhibit F, Conceptual Fence Examples.**

- F. 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.
- G. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- 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.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of a minimum of one (1) boulevard-style primary access point on CR 48, as reviewed by Lake County Public Works, and/or FDOT as applicable, and as shown on the **Conceptual Development Plan - Exhibit C** and **Representative Road Sections – Exhibit G**, 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. Main access points 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. 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.

- D. 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.
- E. Access from Number Two Road shall be used for emergency access only and shall be gated in compliance with City of Leesburg emergency regulations.
- F. No full access shall be provided onto Number Two Road.
- G. Alternative designs for signage, ground enclosure support, and bases of monument signs 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.
- H. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, and amended as needed in the site plan review process, 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. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS of the Code of Ordinances, as amended.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County and FDOT permits, as required, 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.

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.
- G. Sidewalks shall be provided on both sides of the entrance road(s) and all 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 appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- 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

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.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 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.

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, or 2.7 total acres, whichever is greater.
- B. Recreational requirements shall include at least two (2) primary active recreation areas, with one (1) to include a swimming pool and cabana with onsite parking. Other recreation areas shall include children's playground(s) with equipment, dog park area(s), and gazebos. 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.
 - 1) Retention parks shall 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 walking/nature trail shall be constructed near the wetlands in the northeast corner of the development, as shown on the attached **Conceptual Site Plan, Exhibit C**.
- D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

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 these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then 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 Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in 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 water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- 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.

- 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**

A PARCEL OF LAND IN SECTION 17 AND 20, TOWNSHIP 20 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2,609.35 FEET TO THE EAST RIGHT OF WAY LINE ON NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED; THENCE RUN ALONG SAID EAST RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 00°44'28" EAST, A DISTANCE OF 1,324.88 FEET; THENCE RUN SOUTH 89°12'30" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN NORTH 01°25'36" EAST, A DISTANCE OF 1113.14 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 09°17'37" WEST, AND A CHORD DISTANCE OF 312.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'25" FOR A DISTANCE OF 314.33 FEET TO A NON TANGENT LINE BEING A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST, ALONG SAID WEST LINE A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4, THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST, A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 425.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO ROAD PLAT BOOK 1, PAGE 5 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 59°25'35" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A NON-TANGENT LINE LYING ON THE WEST RIGHT OF WAY OF TRIMPI ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,010.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17 AND NORTH LINE OF SAID SECTION 20; THENCE RUN NORTH 89°13'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 AND THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1621.98 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°40'59" WEST ALONG THE EAST

LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 329.62 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°39'49" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 662.68 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°12'30" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 00°37'29" EAST ALONG THE WEST LINE OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.80 TO THE NORTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG THE NORTH LINE OF THE WEST 264 FEET SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE NORTH LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.24 FEET TO THE NORTHEAST CORNER OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°35'10 WEST ALONG THE EAST LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 396 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1988.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.60 ACRES MORE OR LESS.

EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES



daly design group
Urban Planners, Landscape Architecture, Project Management
913 N. Pennsylvania Ave, Winter Park FL 32789
www.dalydesign.com



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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 Czeleby 2005. Rendered for the Town of Southampton, NY. Used with permission.



Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence

<https://bespokefence.com/products/vinyl-fences/>



Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products

<https://superiorplasticproducts.com/3-rail-vinyl-fence>

Lake Margaretta Estates

Leesburg, FL

Legend

Gross Land Area	196.60 AC
ISBA Limits	
Total Units	586 Units
Village A (Phase 1)	160 Units
60' x 120' Lots:	90 Units
80' x 120' Lots:	50 Units
70' x 120' Lots:	20 Units
Village B (Phase 1)	110 Units
60' x 120' Lots:	70 Units
80' x 120' Lots:	30 Units
70' x 120' Lots:	10 Units
Village C (Phase 2)	316 Units
60' x 120' Lots:	156 Units
80' x 120' Lots:	75 Units
70' x 120' Lots:	85 Units
Neighborhood Parks	
Amenity Center	

Units and Unit Mix Shown on this Plan are Approximate and may be Adjusted with Final engineering Provided the Maximum Number of Units will not Exceed 686.



Master Development Plan

daily design group
 Urban Planning - Landscape Architecture - Project Management
 915 N. Pennsylvania Ave., Winter Park, Florida 32789
 Phone 407.740.7573 - www.dailydesign.com
 Job No. 24226 - Scale 1" = 200' Date 02.28.2009



02/28/09

Number 2 Road



Closeup of sign onto Subject Property from Number 2 Road



Looking North along Number 2 Road from Subject Property



Looking East onto Subject Property from Number 2 Road



Looking South along Number 2 Road from Subject Property



Looking West across Number 2 Road from Subject Property

County Road-48



Closeup of sign onto Subject Property from CR-48



Looking North from Subject Property across CR-48



Looking East along CR-48 from Subject Property



Looking South onto Subject Property from CR-48



Looking West along CR-48 from Subject Property

Trimpi Road



Closeup of sign onto Subject Property from Trimpi Road



Looking North along Trimpi Road from Subject Property



Looking East across Trimpi Road from Subject Property



Looking South along Trimpi Road from Subject Property



Looking West onto Subject Property from Trimpi Road

Arrow Lane



Closeup of sign onto Subject Property from Arrow Lane



Looking North Along Arrow Lane from Subject Property



Looking East from Subject Property across Arrow Lane



Looking South onto Subject Property from Arrow Lane



Looking Southwest onto Subject Property from Arrow Lane

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: August 11, 2025

From: Joe Iozzi, (Police Chief)

Subject: An Ordinance of the City of Leesburg, Florida, Amending Section 13, "Motor Vehicles and Traffic," of the Code of Ordinances by amending Section 13-5 to Adopt the Maximum Rates for Towing and Storage of Vehicles as Set Forth in Florida Administrative Code Rule 15B-9.010; providing for conflicts, severability, codification; and an effective date.

Staff Recommendation:

Approve the ordinance and set public hearing and second reading.

Analysis:

Under existing City Code, the Leesburg Police Department is authorized to issue administrative orders setting rate schedules for wrecker services used in the City's police-directed towing rotation system. These rates must be reasonable and fair to the public.

Florida Administrative Code Rule 15B-9.010, adopted by the Florida Department of Highway Safety and Motor Vehicles, establishes maximum allowable rates statewide for towing and storage of vehicles towed at the direction of law enforcement.

The proposed ordinance aligns the City's towing and storage rate cap with the maximum amounts allowed by state law. It further provides that future amendments to Rule 15B-9.010 will automatically apply to the City's wrecker system, avoiding the need for repeated local ordinance amendments.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A Business Impact Estimate has been prepared in accordance with § 166.041(4), Florida Statutes, and is attached for Commission review. The ordinance is not expected to have a significant economic impact on local towing businesses currently participating in the City's wrecker rotation system.

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 13, "MOTOR VEHICLES AND TRAFFIC," OF THE CODE OF ORDINANCES BY AMENDING SECTION 13-5 TO ADOPT THE MAXIMUM RATES FOR TOWING AND STORAGE OF VEHICLES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 15B-9.010; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg Police Department utilizes a wrecker allocation system to ensure prompt, safe, and fair towing services for vehicles removed at the request of law enforcement; and

WHEREAS, Section 13-5 of the City Code authorizes the Police Department to establish rate schedules to be followed by participants in the wrecker allocation system; and

WHEREAS, Rule 15B-9.010, Florida Administrative Code, sets forth statewide maximum rates for towing and storage of vehicles at the request of law enforcement agencies, as authorized by section 715.07, Florida Statutes; and

WHEREAS, the City Commission finds it to be in the best interest of the public to adopt the maximum rates established by Rule 15B-9.010, Florida Administrative Code, as amended from time to time, to ensure regional consistency, fairness, and administrative efficiency;

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

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

Section 2. Approval of Text Amendment. Section 13-5(a)(3) of the Code of Ordinances of the City of Leesburg is hereby amended to read as follows (new language is underlined, deletions are ~~struck through~~):

Sec. 13-5. - Duties of police department.

(a) The city police department shall, by administrative order, establish the following:

(1) Minimum equipment requirements for all wrecker classes utilized within the city under the provisions of the police department's wrecker allocation system.

(2) Minimum requirements for wrecker operators, to include:

- a. Driver's license requirements.
- b. Worker's compensation and employee's liability insurance as required by state statute.
- c. Garage liability insurance.
- d. Automobile liability insurance.

(3) Rate schedules to be followed by participants of the wrecker allocation system for use when providing services through the wrecker allocation system. These rates shall not apply to a vehicle owner's/operator's request for utilization of a specific wrecker operator.

- a. Any rate established shall be reasonable, just, and fair to the public.
- b. Established rates shall be changed when appropriate.
- c. Separate rates may be established for separate classes of wreckers.

d. Notwithstanding the foregoing, the maximum rates for towing and storage of vehicles removed at the request of the City of Leesburg Police Department shall be those established by Rule 15B-9.010, Florida Administrative Code, as amended from time to time. These rates shall apply to all participants in the police department's wrecker allocation system and shall automatically adjust in accordance with amendments to the rule without the need for further ordinance amendment.

(4) Required procedures for rate disclosure, consistent with F.S. § 715.07(2)(a)6.

(5) Storage rates and rates and maintenance fees for vehicles while stored at the city police department facility.

(6) Minimum requirements for vehicle storage facilities provided by wrecker operators.

(7) Guidelines for a wrecker rotation system for the allocation of wrecker services required by or through the city police department wrecker allocation system.

(8) General operational requirements and inspection procedures for wrecker operators. The department shall also establish grounds and procedures for denial, removal or suspension from participation in the wrecker allocation system.

(b) The rules specified in the administrative orders shall apply only to those wrecker operators who qualify and participate in the police department's wrecker call allocation system for:

(1) Removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle.

(2) Removal of wrecked, disabled, stolen or abandoned motor vehicles in the event the owner or operator is incapacitated, unavailable, or leaves the procurement of wrecker service to the discretion of the city police officer at the scene, or otherwise does not consent to the removal of the vehicle.

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 immediately after its final adoption by the City of Leesburg Commission.

PASSED AND ADOPTED this ____ day of _____ 2025 by the City Commission of the City of Leesburg, Florida.

CITY OF LEESBURG, FLORIDA

Alan Reisman, 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.

ORDINANCE 2025-

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 13, "MOTOR VEHICLES AND TRAFFIC," OF THE CODE OF ORDINANCES BY AMENDING SECTION 13-5 TO ADOPT THE MAXIMUM RATES FOR TOWING AND STORAGE OF VEHICLES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 15B-9.010; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND 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):

This ordinance amends Section 13-5 of the City Code to adopt the maximum rates for towing and storage of vehicles at the request of the City Police Department as established by Rule 15B-9.010, Florida Administrative Code, as may be amended from time to time. The ordinance provides that the City's rate schedule will automatically update in accordance with future amendments to the state rule, eliminating the need for additional local ordinance amendments.

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

(a) Direct compliance costs businesses may reasonably incur:

The ordinance applies only to towing and storage services provided at the request of the City Police Department under the City's wrecker rotation system. It does not regulate private-to-private towing arrangements.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new compliance costs are imposed beyond adherence to Rule 15B-9.010, which already governs towing at the request of law enforcement throughout Florida.

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs:

The proposed ordinance is not expected to result in any additional costs to the City of Leesburg. The City does not directly provide towing or storage services, nor does it collect fees for such services. All towing and storage charges are billed directly by the private

wrecker operators to the vehicle owner or responsible party in accordance with the approved rate schedule.

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

Approximately 3–5 local towing companies currently participating in the City's wrecker rotation system.

4. Additional information the governing body deems useful (if any):

This ordinance ensures administrative consistency and reduces the need for future ordinance amendments if the State of Florida updates Rule 15B-9.010.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: August 11, 2025

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing C-3 (Highway Commercial) zoning, on approximately 0.48 +/- acres to allow for a duplex use for properties generally located west of Vista Avenue and north of U.S. Highway 441, lying in Section 23, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Vista Avenue PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1) PDO five-acre minimum, to the existing C-3 (Highway Commercial) zoning, to allow for a duplex use.

Analysis:

A Planned Development Overlay (PDO) allows an additional use or uses but keeps the underlying zoning district. PDOs are a tool for adding appropriate uses, where applicable, with the appropriate conditions.

The project site is approximately 0.48 +/- acres, and is generally located west of Vista Avenue and north of U.S. Highway 441, as shown on the attached maps. At this time, the properties are vacant. The proposal will allow one (1) duplex structure per parcel. Uses in this area include vacant, single, and multi-family residential, office, medical, and retail. City of Leesburg utilities are available nearby. The size of the lot will support the proposed use, and provide infill housing units.

The Planning Commission held a public hearing on the application on June 19, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay) to permit a duplex use; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Existing development on this site will create a small 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, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY), WITH A WAIVER FROM SECTION 25-282 (A) (1) PDO FIVE-ACRE MINIMUM, TO THE EXISTING C-3 (HIGHWAY COMMERCIAL) ZONING, ON APPROXIMATELY 0.48 +/- ACRES TO ALLOW FOR A DUPLEX USE FOR PROPERTIES GENERALLY LOCATED WEST OF VISTA AVENUE AND NORTH OF U.S. HIGHWAY 441, LYING IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VISTA AVENUE PDO)

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

Section 1.

Based upon the petition of Jonathan E. Wanberg and WW Builders LLC (Agent, Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the PDO (Planned Development Overlay), with a waiver from Section 25-282 (a) (1), PDO five acre requirement, to allow one duplex (unit) per said properties located in Lake County Florida, is hereby added to the existing City of Leesburg C-3 (Highway Commercial) zoning, 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 _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Parcel IDs: 23-19-25-0205-000-03800

23-19-25-0205-000-03900

Alternate Keys: 1493030 and 1493048

LEGAL DESCRIPTION:

Alt Key: 1493030

LEESBURG, SHADEMOOR ACRES LOT 38, S 1/2 OF LOT 39 ORB 4946 PG 250

and

Alt Key: 1493048

LEESBURG, SHADEMOOR ACRES N 1/2 OF LOT 39, LOT 40 ORB 4946 PG 250

VISTA AVENUE PDO
PLANNED DEVELOPMENT OVERLAY ZONING
In a C-3 (Highway Commercial) Zoning District
July 31, 2025

These Planned Development Conditions for a PDO (Planned Development Overlay) District are granted by the City of Leesburg, Florida to **WW Builders LLC**, whose address is **1222 Camp Avenue, Mount Dora, FL 32757, "Permittee"** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high-quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district on an approximately 0.48-acre two-parcel site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned C-3 (Highway Commercial), with a Future Land Use designation of City General Commercial. The site is currently vacant and undeveloped. The purpose is to utilize the property for one (1) duplex unit per parcel.

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow for one (1) duplex unit on each parcel.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **WW Builders LLC**, whose address is **1222 Camp Avenue, Mount Dora, FL 32757, "Permittee"** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located west of Vista Avenue and north of US 441, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION
See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for the C-3 (Highway Commercial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area within the property boundaries, as shown on the Survey, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the C-3 (Highway Commercial) Zoning District
 - b. One (1) duplex unit per parcel.
 - c. Accessory structures, such as shade structures, subject to requirements under City of Leesburg Code of Ordinances, Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
 - d. Any other similar uses which are considered accessory to permitted uses which do not adversely impact the adjoining properties due to traffic, noise, dust, etc.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the C-3 (Highway Commercial) zoning district, specifically:
 - a. On-site retail and sales, including of vehicles.
 - b. Any other uses which are considered to adversely impact the adjoining properties due to traffic, noise, dust, etc.

4. **SITE ACCESS**

- A. Access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the C-3 (Highway Commercial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. The sides and rear yards shall be fenced with an opaque fence, on the north, south and western boundaries of the properties.
- C. The development of the property shall comply with Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, and as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein 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 Planned Development Overlay Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

LEGAL DESCRIPTION

EXHIBIT B

Parcel IDs: 23-19-25-0205-000-03800

23-19-25-0205-000-03900

Alternate Keys: 1493030 and 1493048

LEGAL DESCRIPTION:

Alt Key: 1493030

LEESBURG, SHADEMOOR ACRES LOT 38, S 1/2 OF LOT 39 ORB 4946 PG 250

and

Alt Key: 1493048

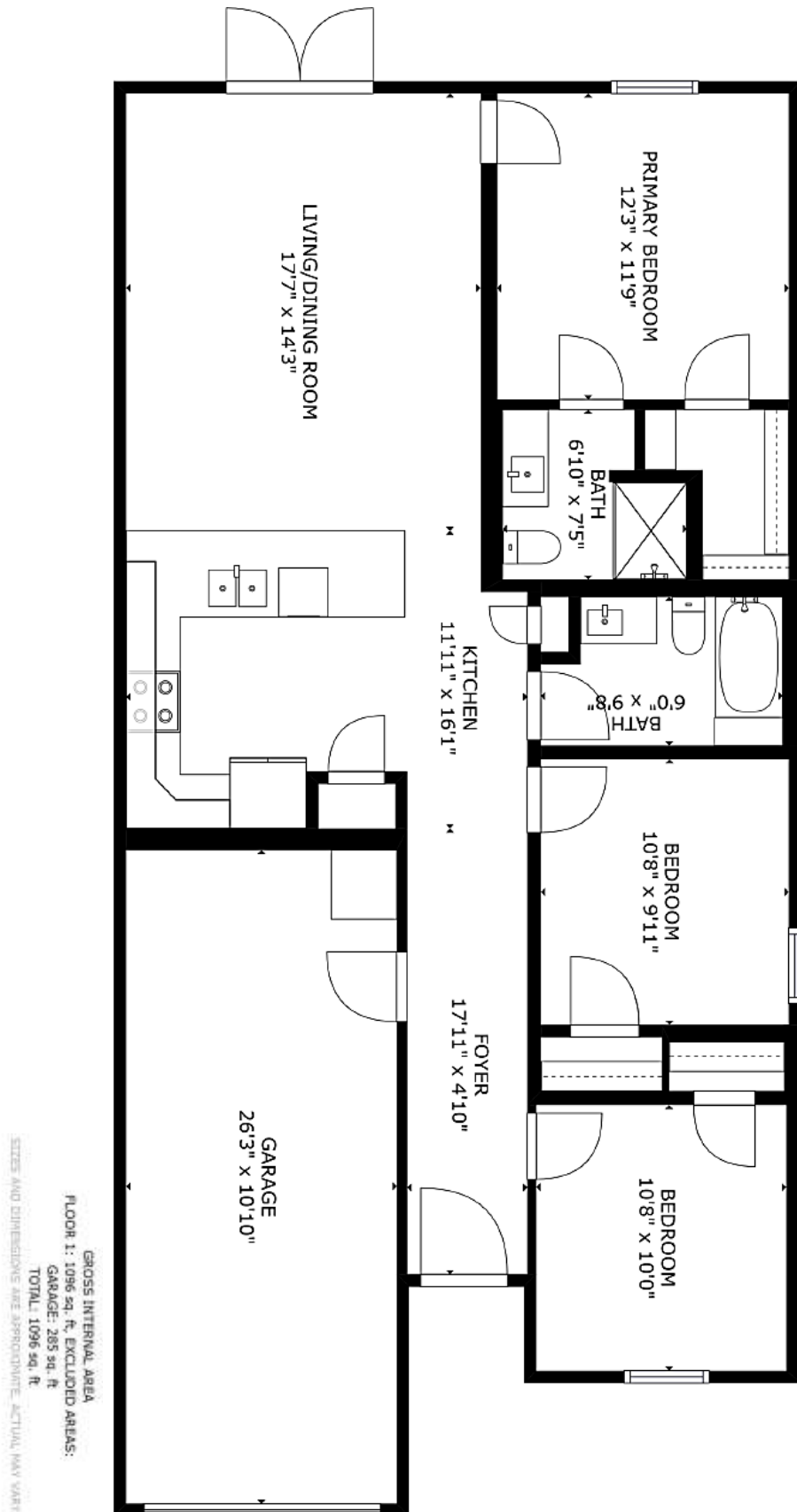
LEESBURG, SHADEMOOR ACRES N 1/2 OF LOT 39, LOT 40 ORB 4946 PG 250

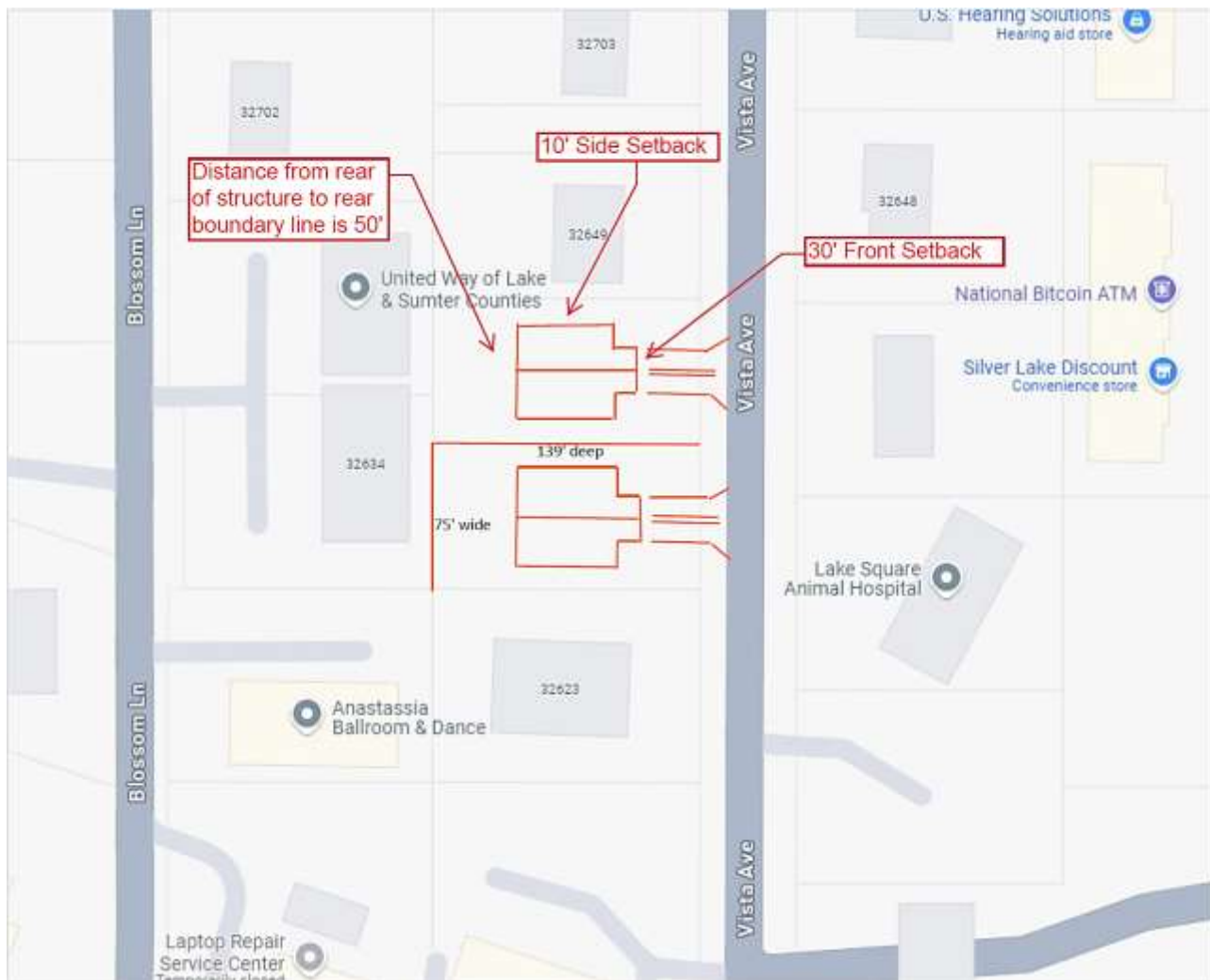




EXAMPLE FLOOR PLAN

EXHIBIT E







CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: July 31, 2025
PETITIONER: WW Builders LLC and Jonathan E. Wanberg, Agent
PROJECT: Vista Avenue Planned Development Overlay
REQUEST: PDO (Planned Development Overlay) to Allow for Two (2) Duplex Units in C-3 (Highway Commercial) Zoning District
CASE NO.: PUD-25-586

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow for two (2) duplex units.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

The two subject properties consist of approximately 0.48 undeveloped acres, generally located on Vista Avenue, north of U.S. Highway 441. The request is to construct one duplex unit on each property. The current zoning is C-3 (Highway Commercial), with a Future Land Use designation of General Commercial. The area is generally developed with residential uses.

Based on the surrounding zoning and development patterns, adding the Planned Development Overlay for residential use to the C-3 (Highway Commercial) zoning is the most appropriate action at this time. The use of a Planned Development Overlay (PDO) would allow an appropriate use of the sites as a duplex, avoid a potential “spot zoning”, meet the requirements of Sec. 25-269 (2) City of Leesburg Code of Ordinances, and be consistent with the City’s Comprehensive Plan.

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The request for a Planned Development Overlay, as conditioned, is compatible with the existing zoning district of C-3 (Highway Commercial) and the surrounding zoning districts including City of Leesburg C-3 (Highway Commercial), RP (Residential Professional) and Lake County R-6 (Urban Residential).
2. The Future Land Use designation of City General Commercial is compatible with the proposed request for the addition of a Planned Development Overlay, as well as the current surrounding Future Land Use designations, including City of Leesburg General Commercial and Lake County Lake County Urban Medium.

3. The addition of the proposed Planned Development Overlay will allow for a residential use compatible with the surrounding land uses of the surrounding properties, as conditioned, in consistency with Sec. 25-269 (2) of the City's Code.
4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned, based on the location and proximity to compatible development, and is consistent with the City of Leesburg Comprehensive Plan, Future Land Use Element, Goal 1, Objective 1.8.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a C-3 (Highway Commercial) zoning, and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 31, 2025
PETITIONER: WW Builders LLC and Jonathan E. Wanberg, Agent
PROJECT: Vista Avenue Planned Development Overlay
REQUEST: A Planned Development Overlay to allow for the Development of Two (2) Duplex Units in C-3 (Highway Commercial) Zoning District and a General Commercial Future Land Use Designation
CASE NO.: PUD-25-586

GENERAL LOCATION: West of Vista Avenue and North of US Highway 441.

FUTURE LAND USE DESIGNATION: General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – City of Leesburg General Commercial and Lake County Urban Medium Density
- East – City of Leesburg General Commercial
- South – City of Leesburg General Commercial and Lake County Urban Low Density
- West – City of Leesburg General Commercial and Institutional

PROPOSED FUTURE LAND USE DESIGNATION: No change.

EXISTING ZONING DESIGNATION: City of Leesburg R-2 (Medium Density Residential)

SURROUNDING ZONING DESIGNATIONS:

- North – City of Leesburg RP (Residential Professional) and C-3 (Highway Commercial)
Lake County RP (Residential Professional), R-1 (Rural Residential), R-6 (Urban Residential District), and CFD (Community Facility District)
- East – City of Leesburg C-3 (Highway Commercial) and PUD (Planned Unit Development)
Lake County Urban R-6 (Residential District)
- South – City of Leesburg C-3 (Highway Commercial) and Lake County R-1 (Rural Residential)
- West – City of Leesburg C-3 (Highway Commercial) and P (Public)
Lake County RP (Residential Professional), R-6 (Urban Residential District), and CFD (Community Facility District)

PROPOSED ZONING DESIGNATION: No change.

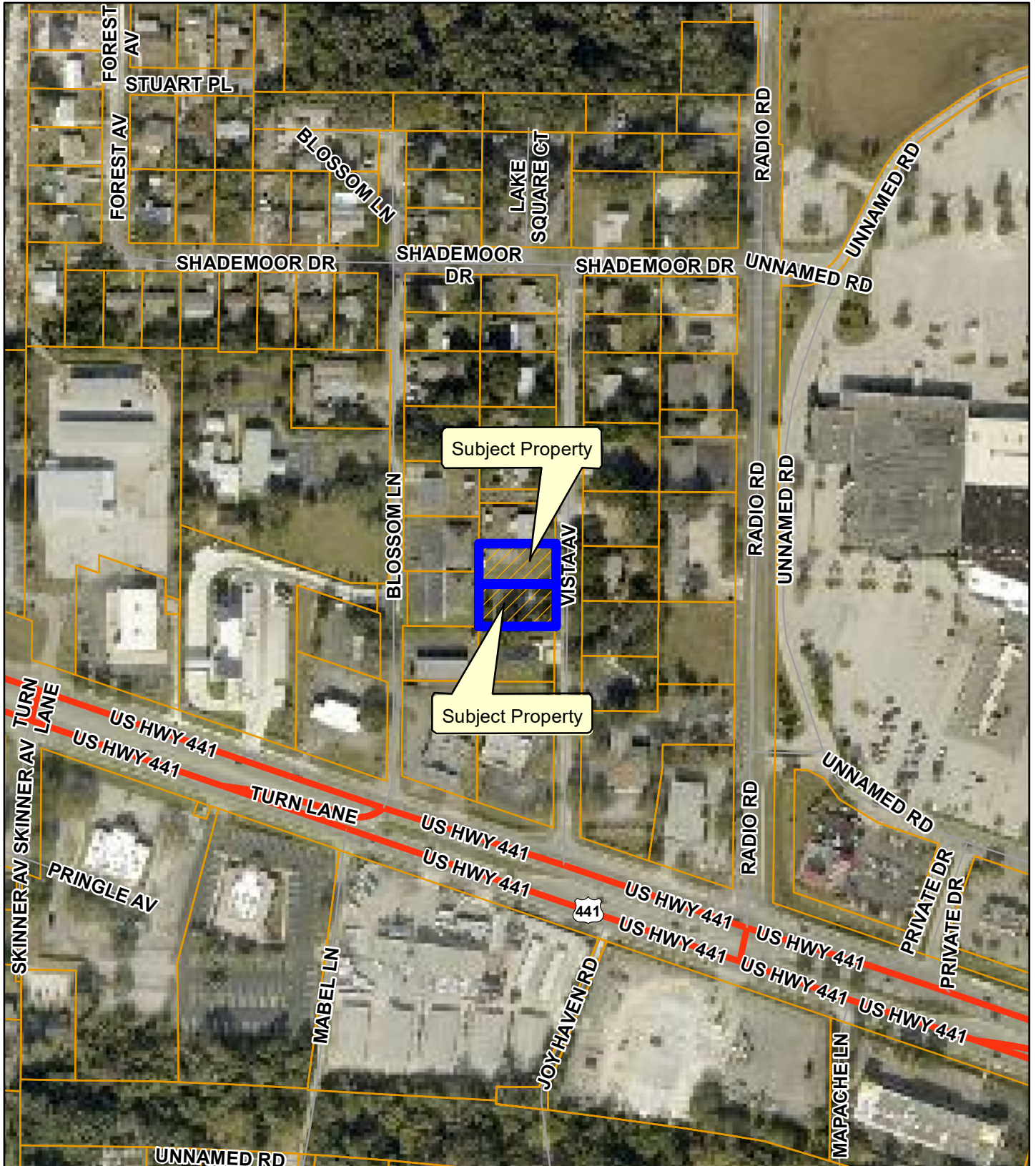
EXISTING LAND USE: Vacant.

SURROUNDING EXISTING LAND USE:

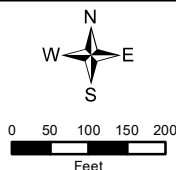
- North – Single Family, Multi-Family, and Vacant Residential, Medical, and Office
- East – Single Family Residential, Office, Medical, and Vacant Commercial
- South – Non-Profit, Office, Retail, Parking Lot, Bank, Auto Repair
- West – Place of Worship, Office, and Bank

PROPOSED LAND USE: No change.

Extended Aerial

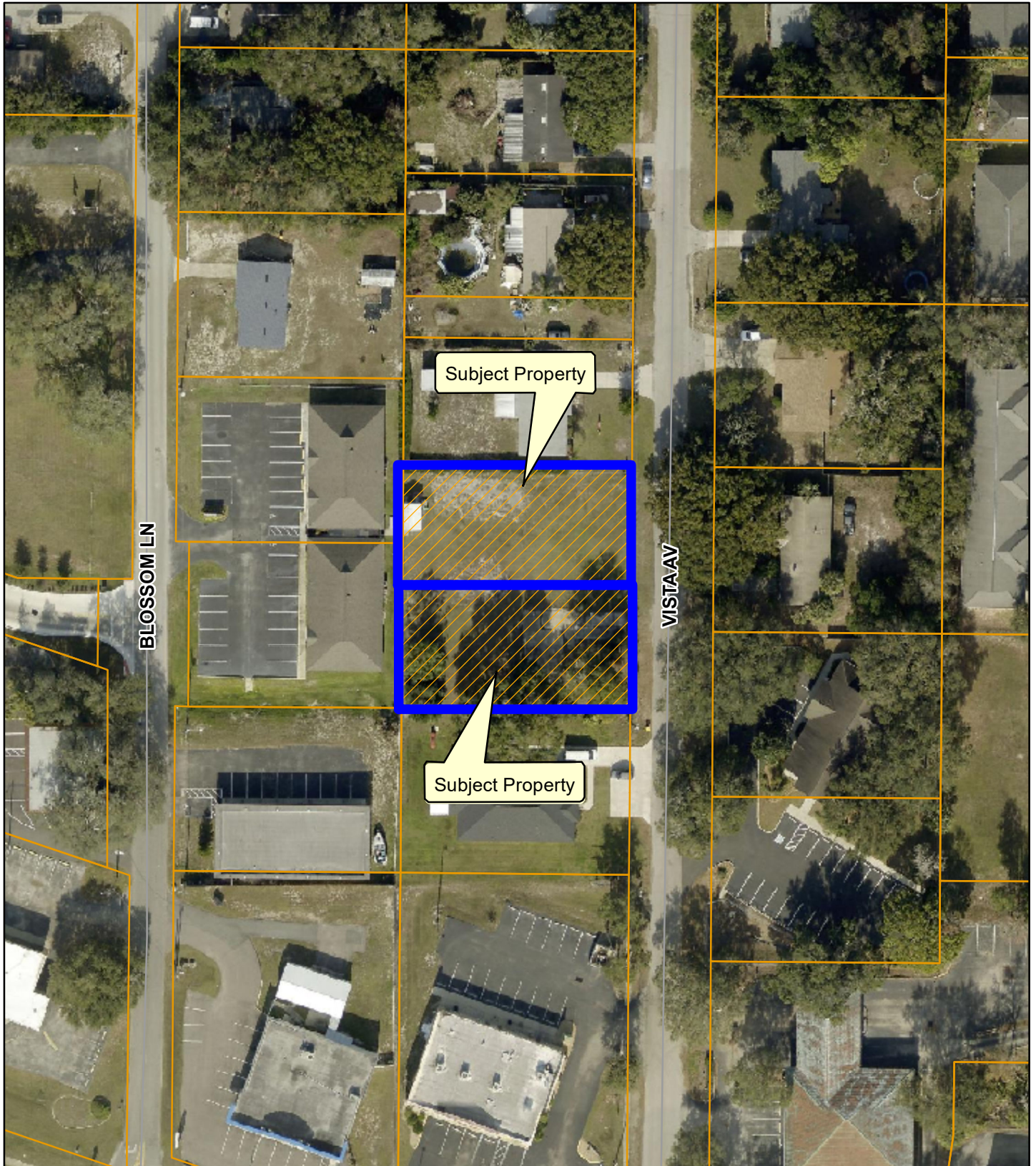


**Planning
& Zoning
Division**

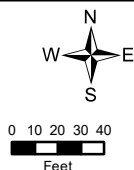


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
AK #s 1493030 and 1493048
Section 23 | Township 19 | South 25 East
May 16, 2025

Aerial

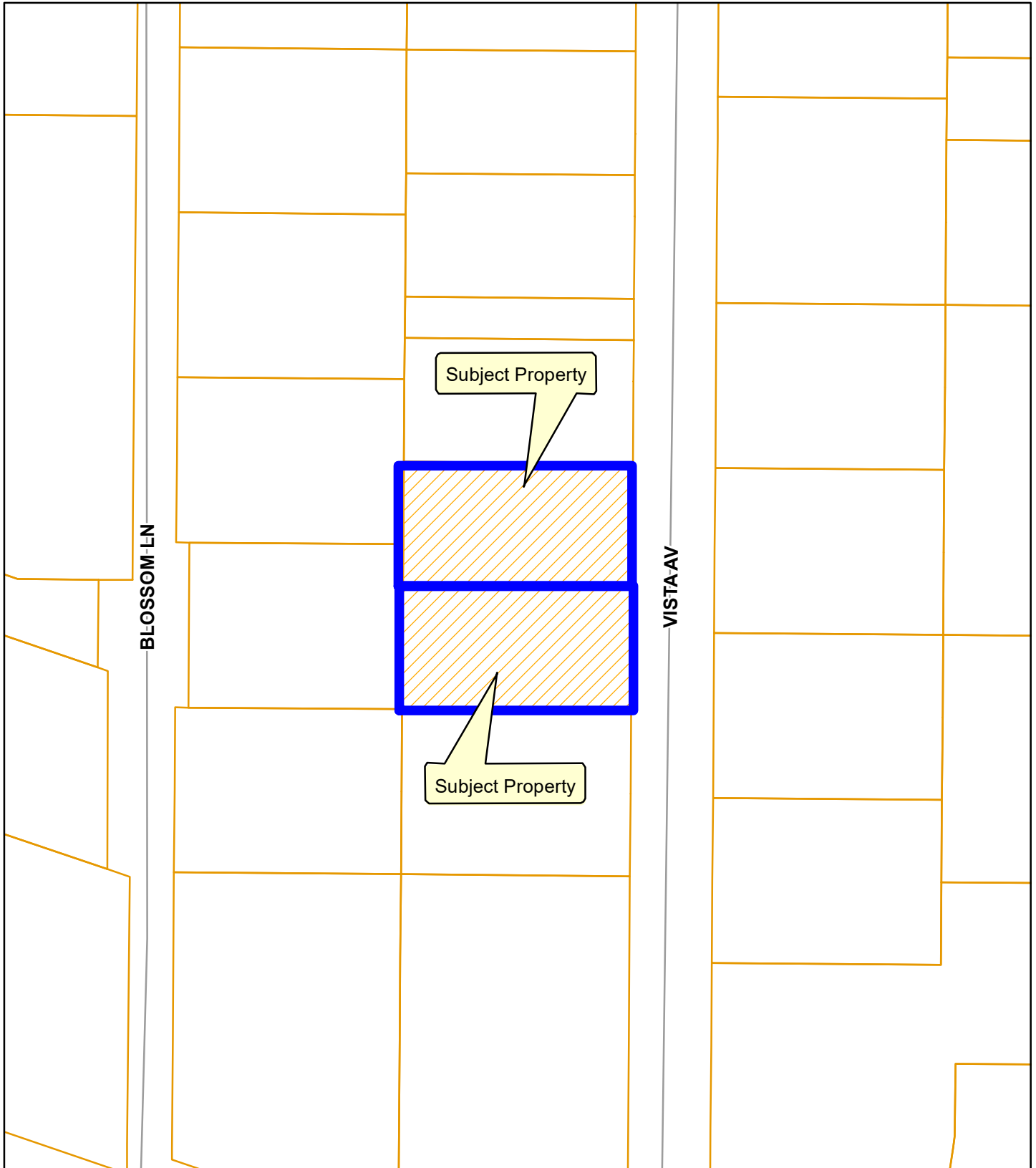


**Planning
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Division**

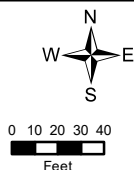


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
AK #s 1493030 and 1493048
Section 23 | Township 19 | South 25 East
May 16, 2025

Locator

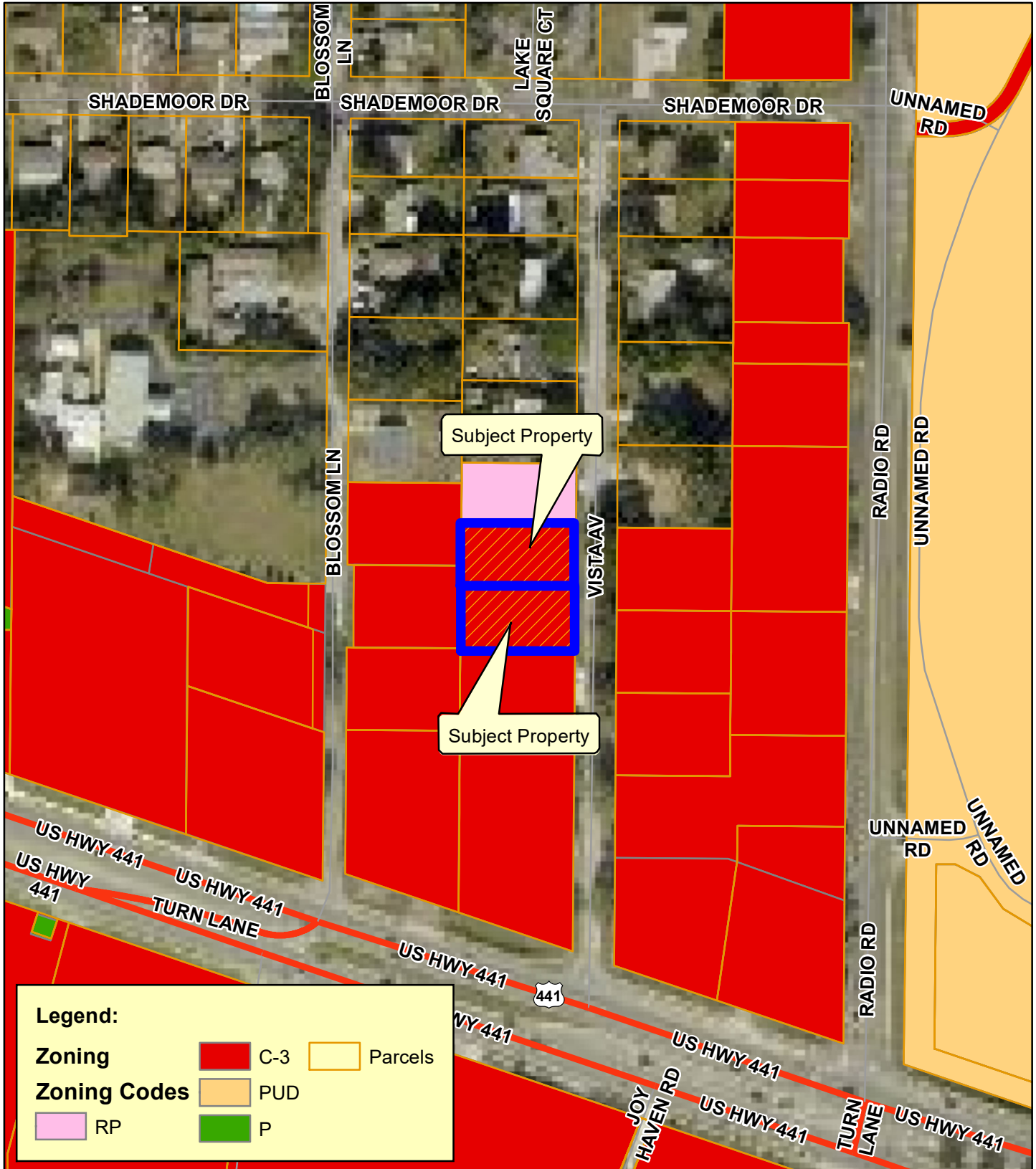


**Planning
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Division**

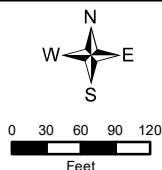


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
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City of Leesburg Zoning

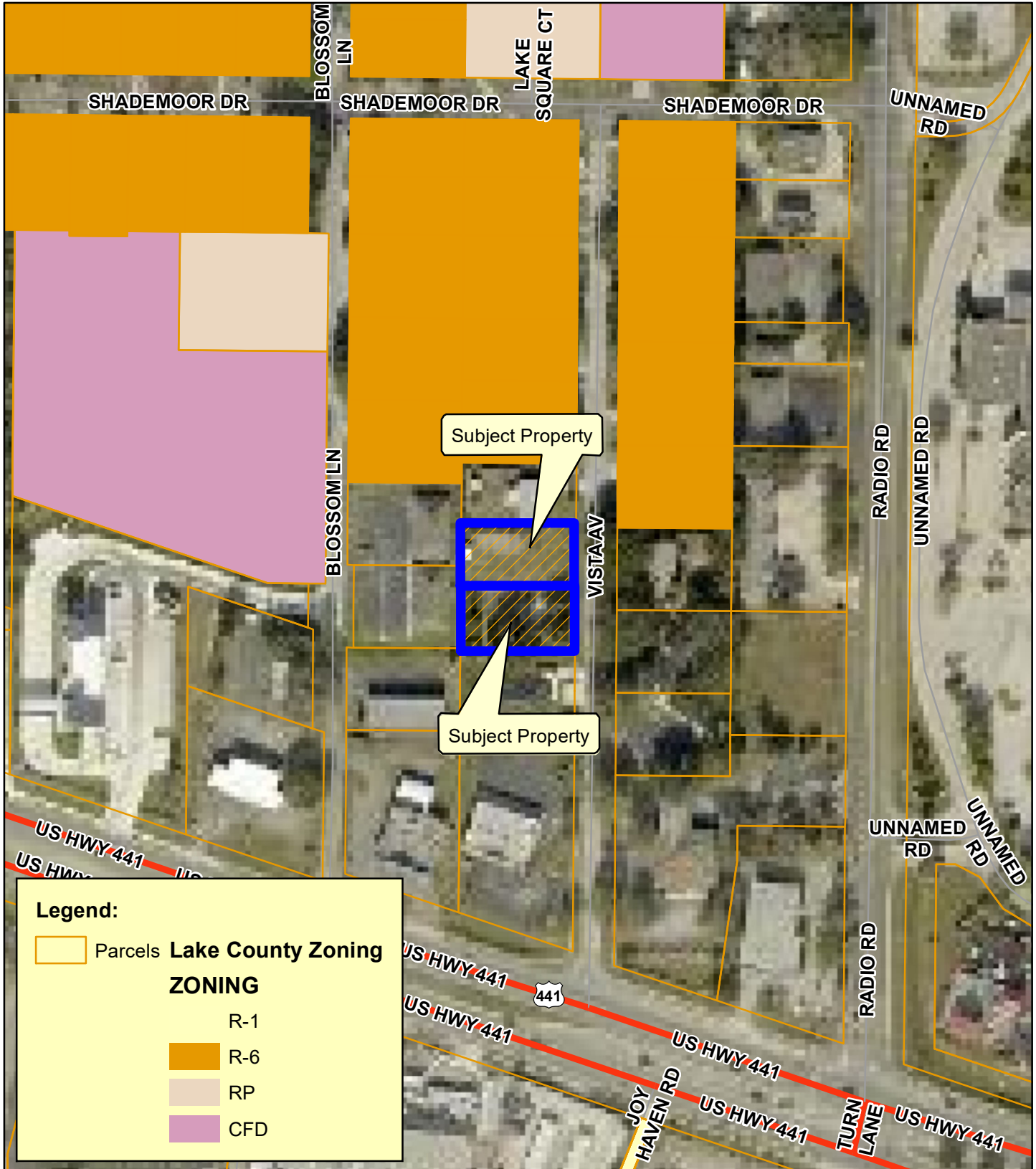


**Planning
& Zoning
Division**

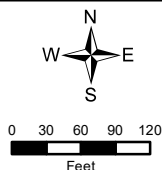


PUD-25-586 Vista Avenue PDO
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 May 16, 2025

Lake County Zoning

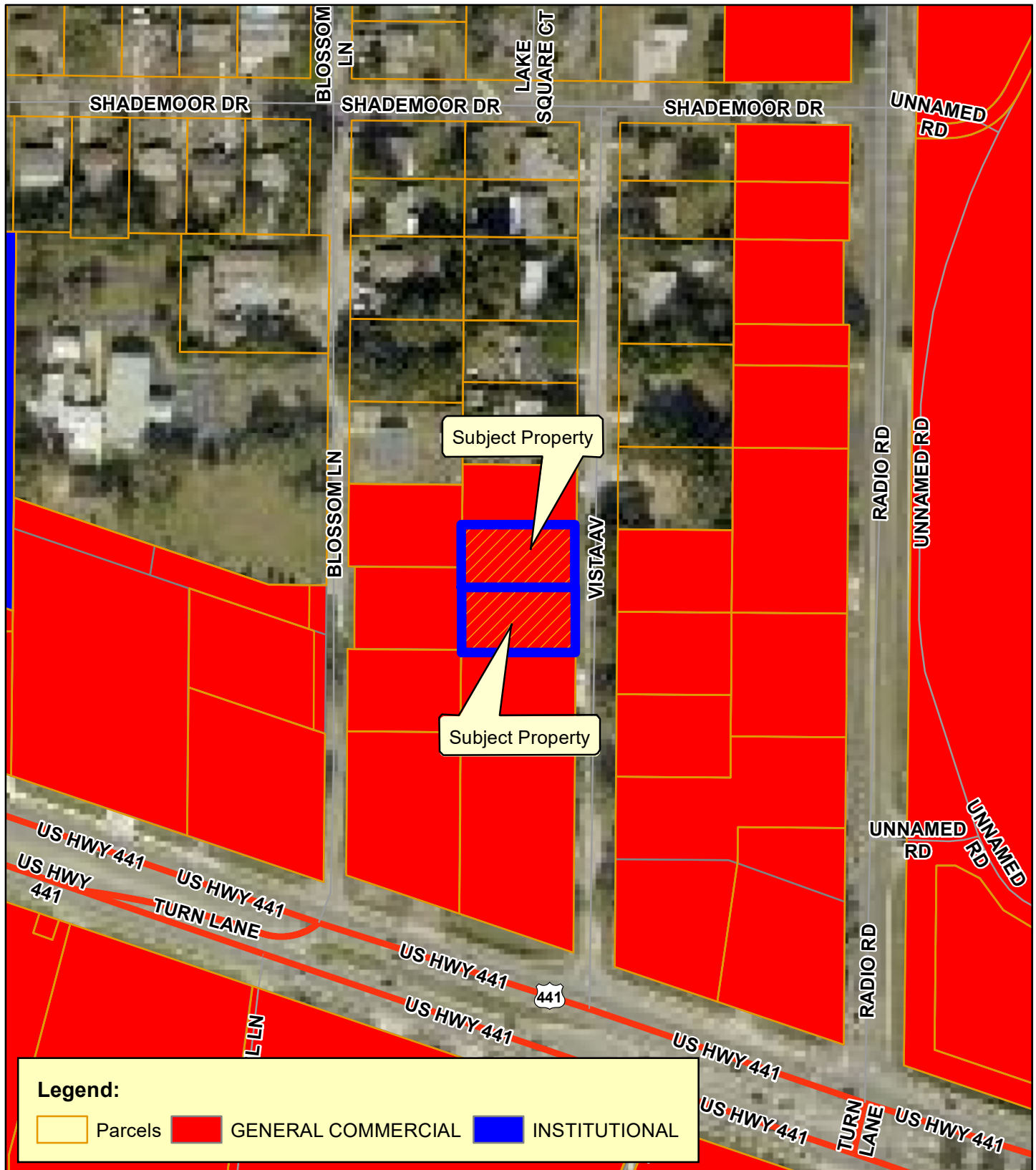


**Planning
& Zoning
Division**

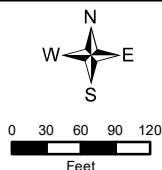


PUD-25-586 Vista Avenue PDO
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City of Leesburg Future Land Use

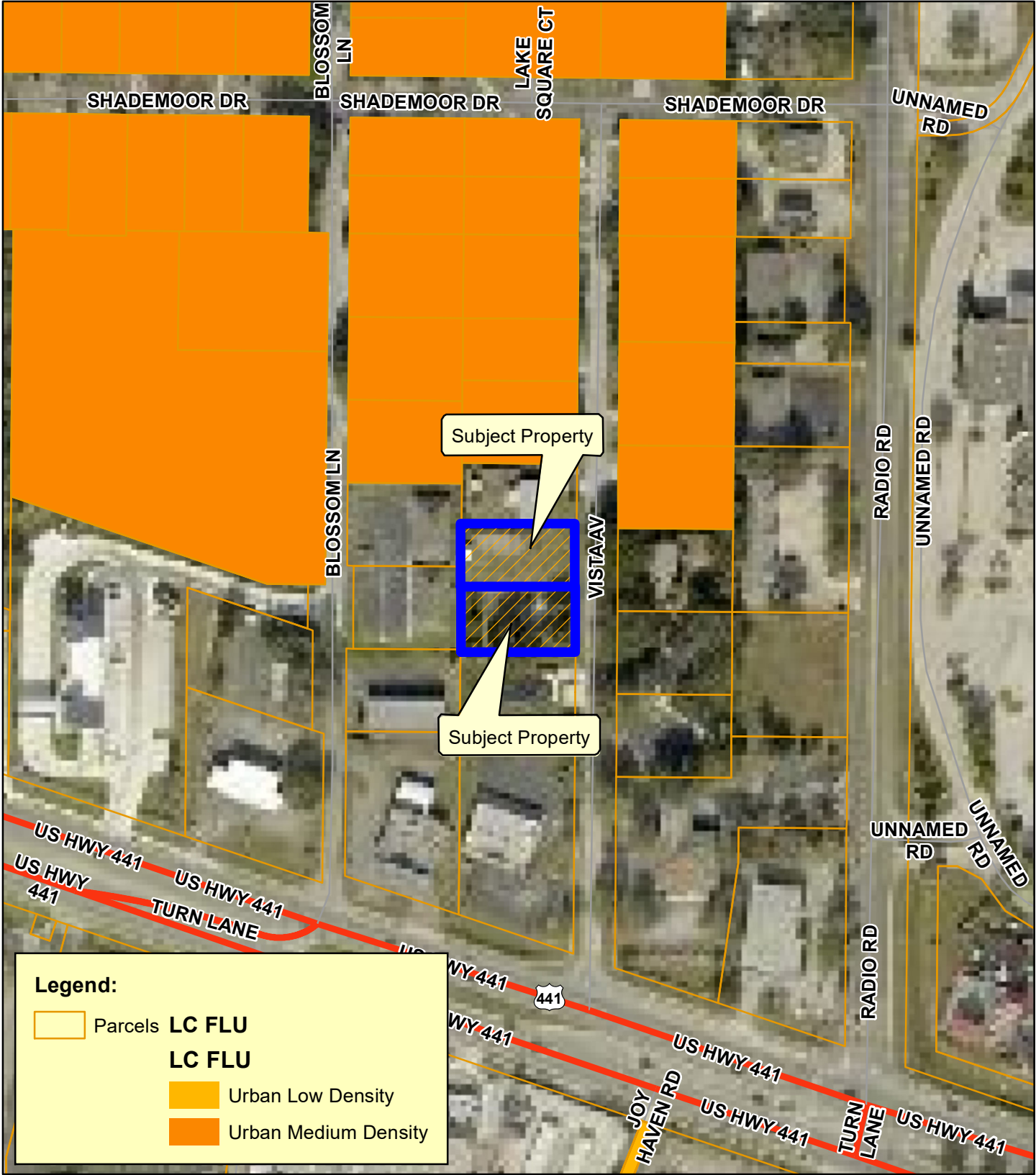


**Planning
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Division**

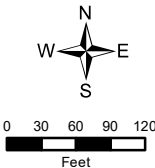


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 May 16, 2025

Lake County Future Land Use

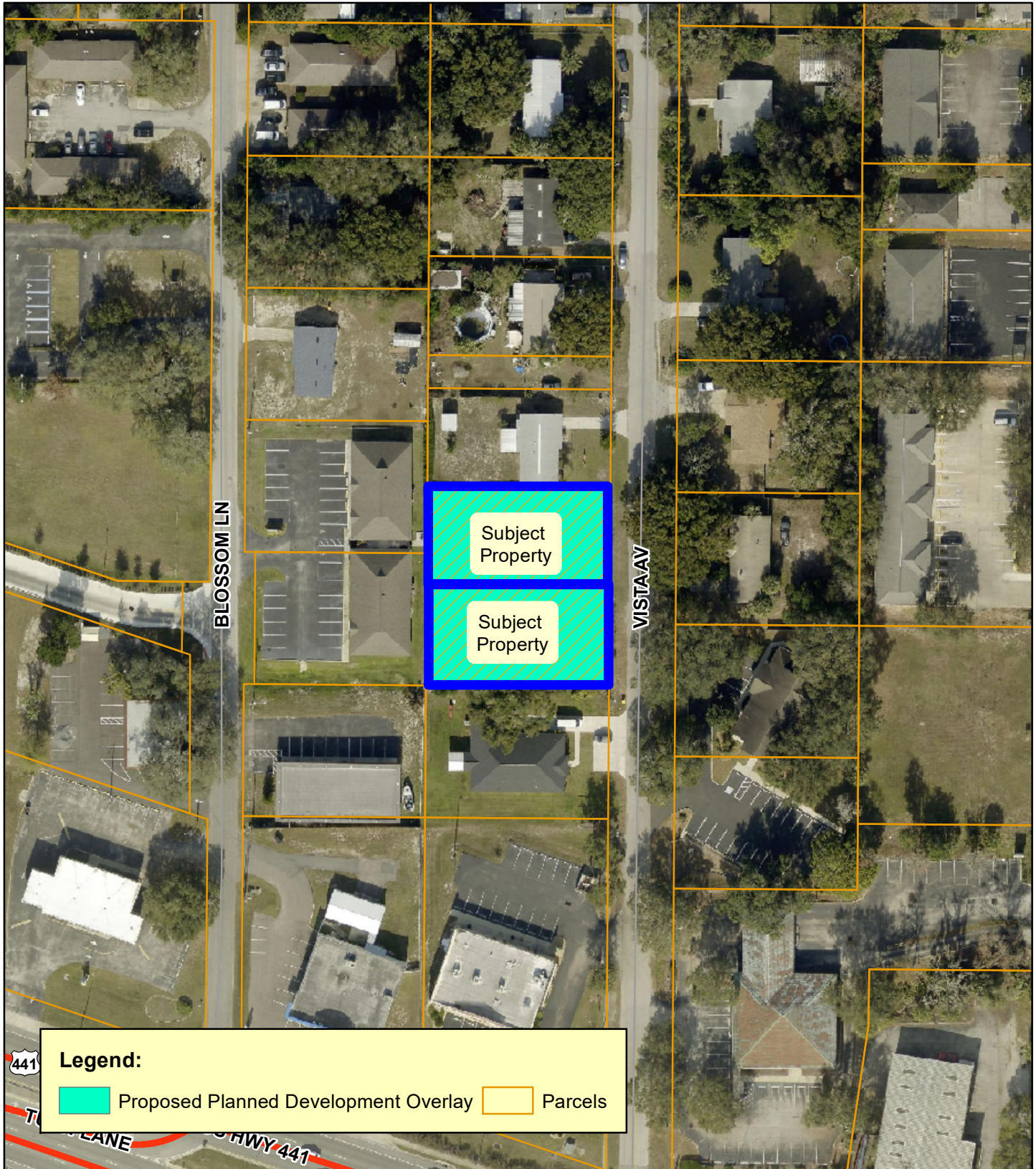


**Planning
& Zoning
Division**

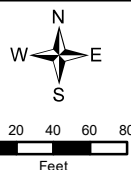


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
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May 16, 2025

Proposed Planned Development Overlay



**Planning
& Zoning
Division**

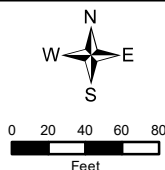


PUD-25-586 Vista Avenue PDO
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Surrounding Land Uses

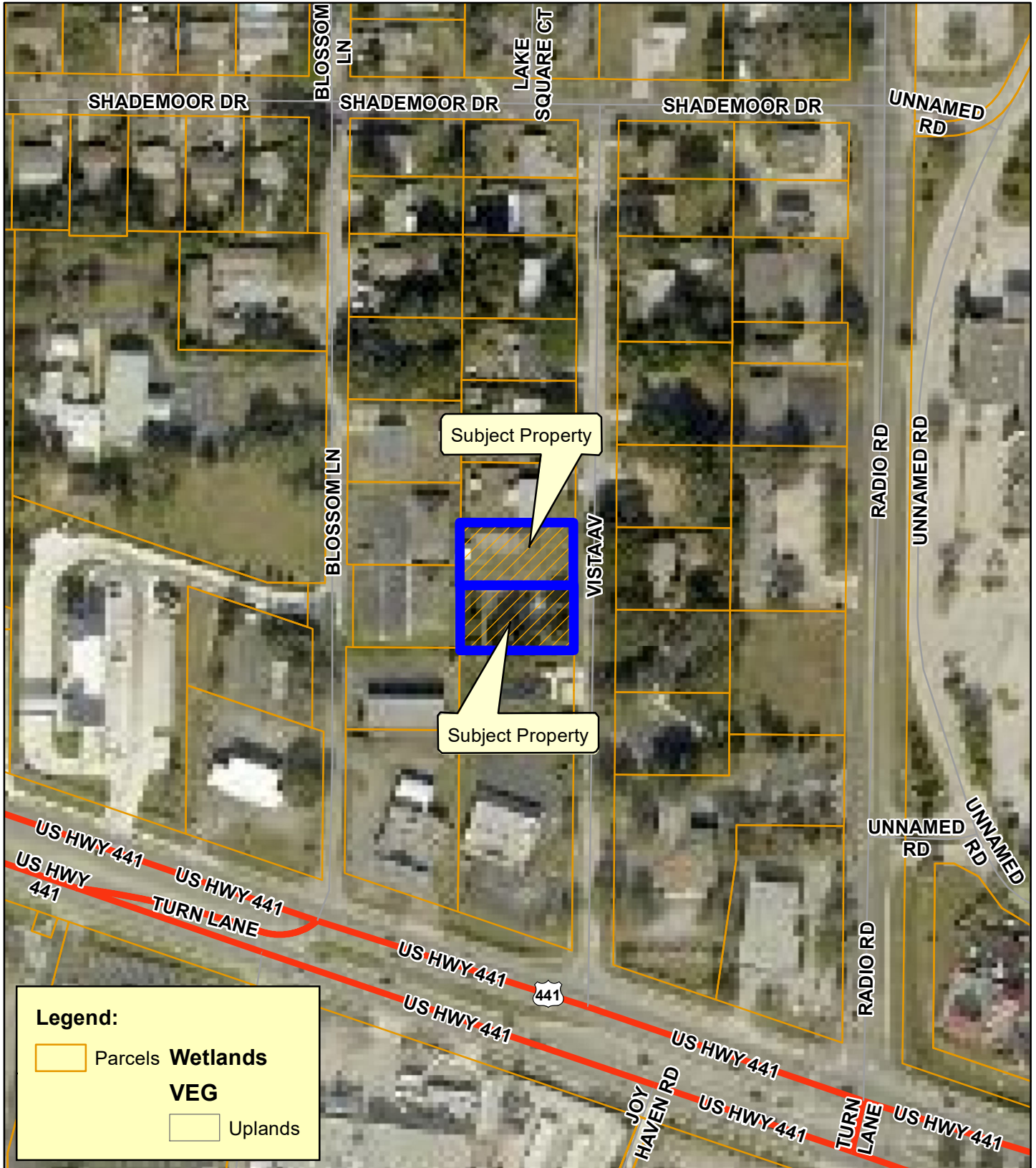


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Division**

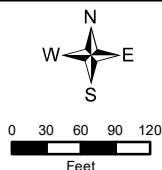


PUD-25-586 Vista Avenue PDO
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Flood and Wetlands

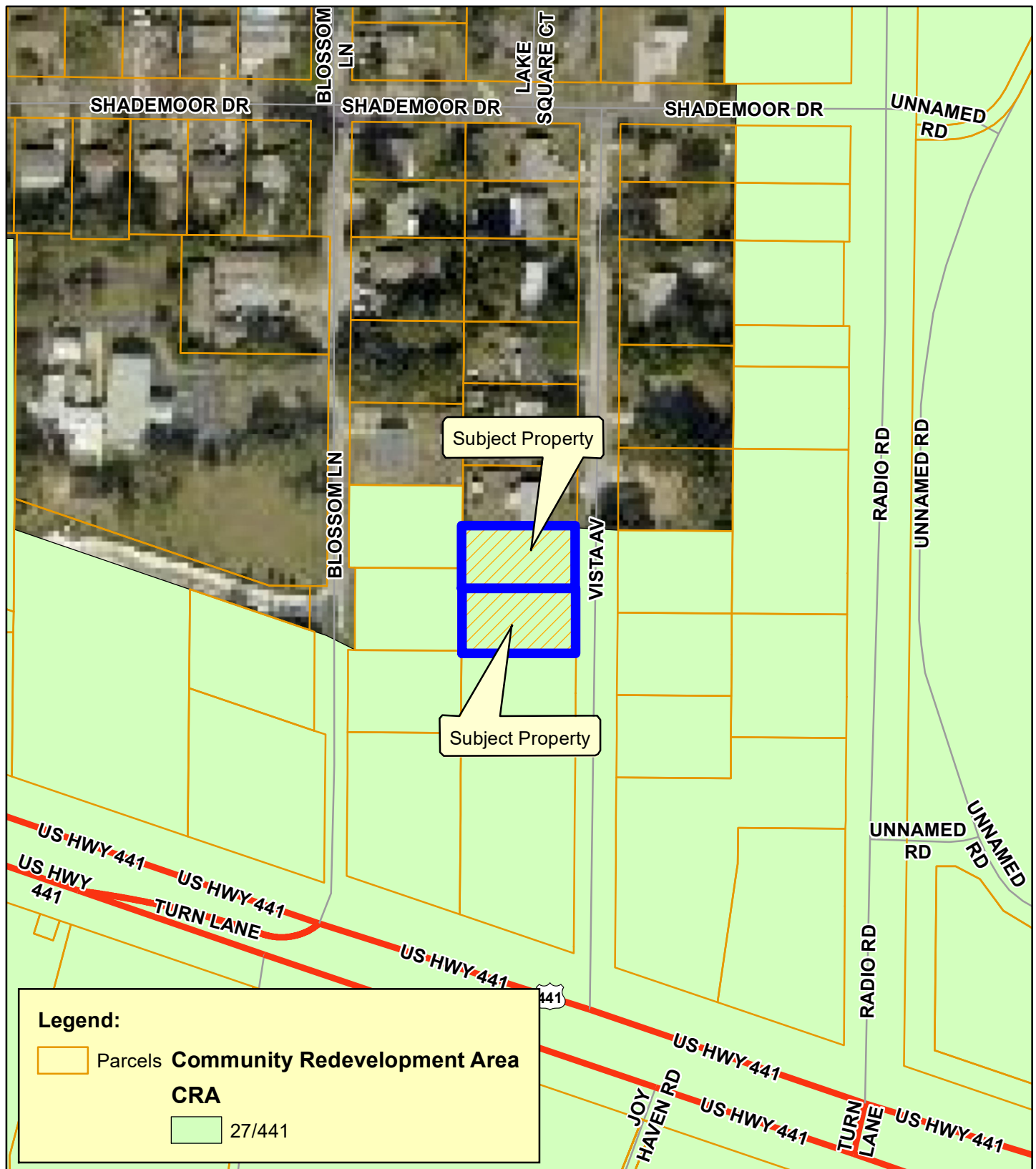


**Planning
& Zoning
Division**

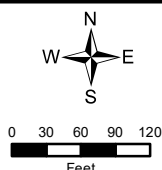


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
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May 16, 2025

Community Redevelopment Area

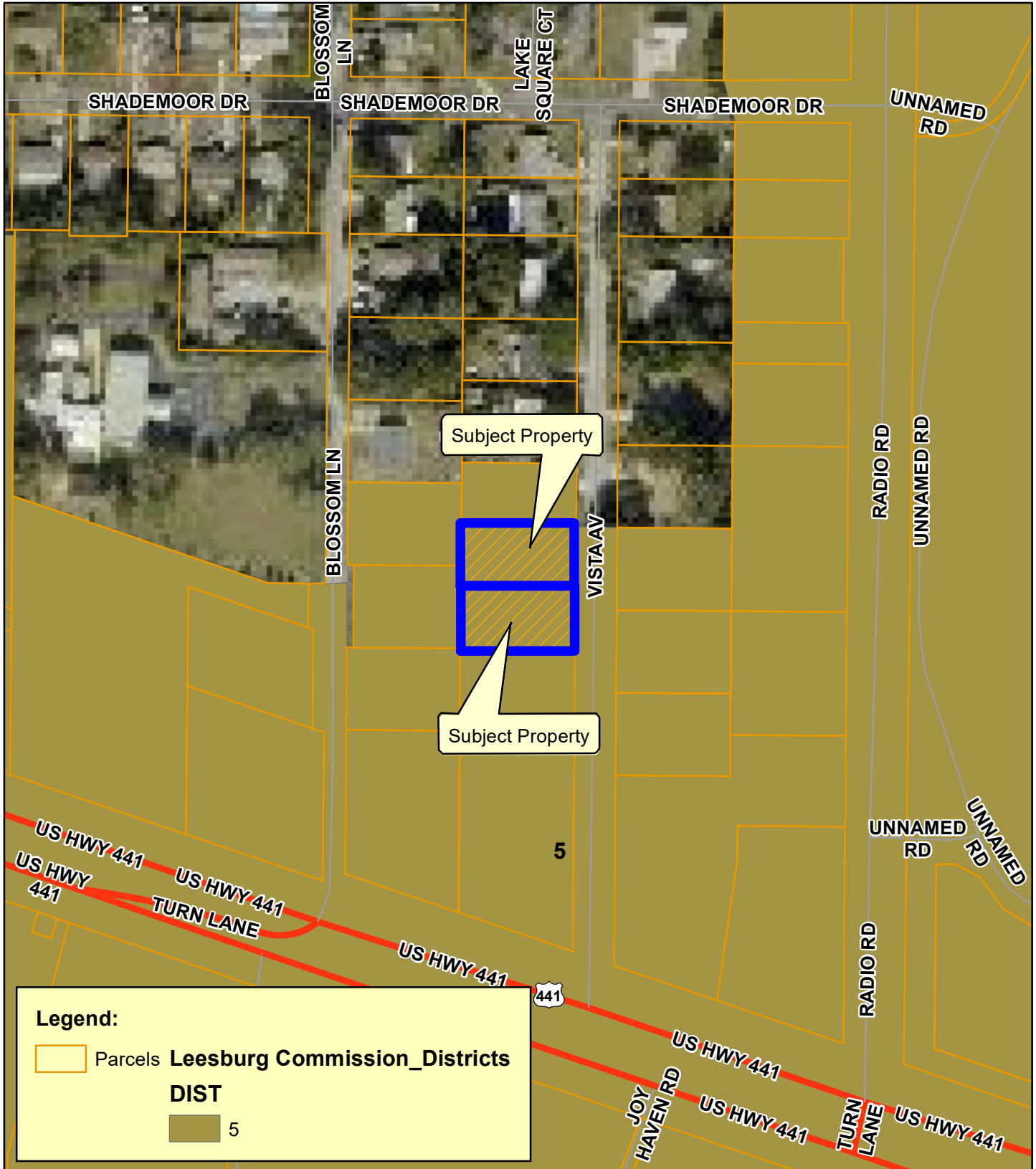


Planning & Zoning Division

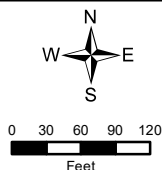


PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
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May 16, 2025

Commission District



**Planning
& Zoning
Division**



PUD-25-586 Vista Avenue PDO
Vista Avenue, Leesburg, FL
AK #s 1493030 and 1493048
Section 23 | Township 19 | South 25 East
May 16, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: August 11, 2025

From: Al Minner, (City Manager)

Subject: City Manager Evaluation

Staff Recommendation:

As may be determined by the City Commission.

Analysis:

The purpose of this item is to provide a performance review for the City Manager for the period of August 2024 through July 2025.

Procurement Analysis:

Options:

Fiscal Impact:



CITY MANAGER PERFORMANCE EVALUATION
AUGUST 2024 – JULY 2025
City Manager Al Minner

By  8/4/25
Signature

Al Minner, City Manager

City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.	The City Manager's (CM) leadership style continues to evolve. This year, the CM took on a more collaborative role with successful implementation of the Deputy CM role and providing more liberty to the Budget Director.	5
Commission Relations ➤ Is responsive to Commission direction.	The CM builds and continues to maintain effective relationships with the Commission collectively.	4
Citizen Relations ➤ Maintains positive and responsive relations with citizens.		5

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.	The CM has a good history of selecting and managing the Department Head Corp.	5
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.	The CM is well versed and keeps abreast of issues that will affect Commission deliberation and provides wise advise on policy matters that affect day to day and long term issues.	5
Decision Making ➤ Acts on and consistently makes good and timely decisions.	The CM has done a good job delegating authority to subordinates, while still making difficult or unpopular decisions when they are required.	5
Personnel Management ➤ Able to lead, motivate and manage personnel.		5
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		4
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.	Fiscal and Budget matters remain the CM's strongest asset.	5
Budget Management ➤ Able to develop and manage municipal budget.	FY 26 Budget preparations have been very good in that a major change in the City's DC plan was implemented, with the hope to improve pension benefits for employees. Sound recommendations were provided with regard to taxing options, raising some utility fess and keeping electric rates steady.	5
Communications ➤ Able to effectively communicate with the Commission and staff.		4
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		4
Public Relations ➤ Has effective media program and responsive to citizen concerns		4
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.		5

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.		4
Character/Attitude ➤ Acts as a positive role model with a positive and infections attitude. Maintains highest degree of ethical standards.		4
Planning ➤ Able to develop, manage, implement and execute plans.		5
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		3
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.	The CM has a good reputation outside the City organization through his collaborative efforts with other organizations such as Duke Energy, FMPA, State Legislature, County Elected Officials and various members of the private sector.	5
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		4

COMMISSION MEMBER ADDITIONAL COMMENTS

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2026 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City Manager will then work on these adopted goals for the next year. The FY 26 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. Complete the following CIPs Susan Street, Downtown Parking, Marina

2. Complete best plan for impact fee increases, knowing some legal parameters may impact implementation.

3. Explore intergovernmental strategies for best practices in managing smart growth.

4. Maintain and improve the City's financial stability.

5. Ensure open and honest governmental processes.



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2024 – JULY 2025

City Manager Al Minner

By 
Signature

Alan Reisman
City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.	The City Manager demonstrates effective leadership by empowering his team to take initiative and lead within their respective areas. He provides strategic guidance while allowing department heads the autonomy to operate, stepping in when necessary to offer support or direction. This balance fosters confidence and accountability across the organization.	4
Commission Relations ➤ Is responsive to Commission direction.	The City Manager is consistently responsive to my input and demonstrates a genuine commitment to helping achieve the goals I bring forward. He listens actively, follows through on direction, and works diligently to ensure my priorities as a Commissioner are addressed. His responsiveness and collaborative approach reflect exceptional performance in this area.	5
Citizen Relations ➤ Maintains positive and responsive relations with citizens.	I have personally witnessed the City Manager engage directly with residents to address concerns, provide information, and offer solutions. He is visible, approachable, and takes the time to communicate thoughtfully. His responsiveness to public email inquiries further reflects his commitment to strong citizen relations.	4

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.	I have personally witnessed the City Manager engage directly with residents to address concerns, provide information, and offer solutions. He is visible, approachable, and takes the time to communicate thoughtfully. His responsiveness to public email inquiries further reflects his commitment to strong citizen relations.	5
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.	The City Manager is highly knowledgeable in all aspects of municipal operations, including procedures, regulatory requirements, and administrative functions. His expertise in this area makes him an invaluable asset to the City and provides the Commission with confidence in the execution of city business.	5
Decision Making ➤ Acts on and consistently makes good and timely decisions.	The City Manager consistently exercises sound judgment and acts quickly when unexpected issues arise. He communicates openly about challenges or errors and is proactive in offering practical solutions. This level of transparency and responsiveness builds trust and demonstrates strong decision-making ability.	4
Personnel Management ➤ Able to lead, motivate and manage personnel.	The City Manager provides strong leadership to his department heads, fostering a collaborative and supportive environment. His weekly check-ins help maintain alignment and communication across departments, and he is consistently available to meet and address staff needs. This hands-on approach contributes to a well-managed and motivated leadership team.	5
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.	The City Manager consistently works to implement the policies and directives set by the Commission. He ensures that decisions made at the dais are followed through administratively and operationally, aligning day-to-day functions with the goals and direction established by the Commission.	5
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.	The City Manager has a strong command of financial matters and approaches budgeting and fiscal oversight with precision and expertise. His detail-oriented approach, combined with the support of a capable team, ensures that the City remains on solid financial footing. His leadership in this area is exceptional.	5
Budget Management ➤ Able to develop and manage municipal budget.	Despite the complexity of municipal budgeting, the City Manager consistently delivers a budget process that is both efficient and easy to navigate. The budget workshops are informative, high-level in focus, yet detailed enough to support transparent and effective decision-making. The process reflects strong alignment with Commission priorities.	5
Communications ➤ Able to effectively communicate with the Commission and staff.	My working relationship with the City Manager is the strongest it has ever been. While our early interactions had some challenges, we've grown into a productive and respectful dynamic. He communicates well with me, remains accessible, and provides timely updates and responses to questions or concerns. This improved communication has strengthened overall collaboration.	4
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.	Under the City Manager's leadership, municipal operations run smoothly and efficiently. When issues do arise, they are addressed swiftly and effectively, demonstrating strong organizational oversight and a commitment to high service standards.	5
Public Relations ➤ Has effective media program and responsive to citizen concerns	The City Manager is highly engaged when it comes to public and media communication. He is responsive to citizen concerns and maintains a visible presence in addressing community issues, which strengthens public confidence and reinforces the City's commitment to transparency and accessibility.	5
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.	The City Manager comes to Commission meetings well-prepared and informed. Agendas are organized and supported with thorough background materials, allowing the Commission to make informed decisions efficiently. His preparation helps ensure meetings are productive and focused.	5

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.	From my perspective, the City Manager is aligned with the vision and goals I bring forward as a Commissioner. He works to implement long-term priorities and supports forward-thinking initiatives that reflect the direction I believe the City should be heading.	4
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.	The City Manager consistently conducts himself with professionalism, both during meetings and in public settings. He communicates with an open mind and listens thoughtfully, but is also capable of being direct when necessary. His approach strikes a balance between assertiveness and approachability, reinforcing his leadership credibility.	3
Planning ➤ Able to develop, manage, implement and execute plans.	The City Manager demonstrates strong planning capabilities, as evidenced by the effective coordination of both ongoing and completed projects across multiple departments. His ability to manage short- and long-term initiatives contributes to the City's smooth operations and continued progress.	4
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.	When challenges arise, the City Manager promptly meets with department heads to assess the situation and develop a clear, actionable plan. He is also quick to communicate with the Commission if the issue rises to a level that requires awareness or input, ensuring transparency and collaborative problem-solving. His proactive and solution-oriented approach reflects strong leadership.	5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.	The City Manager does engage with the community and maintains a presence at local events. While his involvement is appreciated, I believe there is also an opportunity for the broader leadership team to be more visibly present and engaged in community activities, which would further strengthen our connection with residents.	3
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.	The City Manager maintains strong, collaborative relationships with other governmental agencies at the county, state, and regional levels. His ability to build and sustain these partnerships benefits the City and supports the success of intergovernmental initiatives.	5
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).	The City Manager has consistently kept the Commission's adopted goals at the forefront of both staff direction and city operations. He ensures that these priorities remain central to decision-making and regularly references them in discussions and planning, reinforcing alignment and accountability.	4

COMMISSION MEMBER ADDITIONAL COMMENTS

The City Manager is doing a great job, and I look forward to continuing our working

relationship. His leadership and commitment to our city are evident, and I'm confident

that together we will keep making Leesburg a better place to live, work, and play.

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2026 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City Manager will then work on these adopted goals for the next year. The FY 26 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. Continue Advancing Infrastructure Improvements

2. Enhance Citywide Blight Reduction and Aesthetic Improvements

3. Strengthen Citywide Communication

4. Support Employee Morale and Workplace Culture

5. Improve City Branding and Uniformity



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2024 – JULY 2025

City Manager Al Minner

By 
Signature

Timothy Burrey
City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.		5
Commission Relations ➤ Is responsive to Commission direction.		5
Citizen Relations ➤ Maintains positive and responsive relations with citizens.		4

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		5
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		5
Decision Making ➤ Acts on and consistently makes good and timely decisions.		5
Personnel Management ➤ Able to lead, motivate and manage personnel.		5
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		5
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.		5
Budget Management ➤ Able to develop and manage municipal budget.		5
Communications ➤ Able to effectively communicate with the Commission and staff.		4
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		5
Public Relations ➤ Has effective media program and responsive to citizen concerns		5
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.		5

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2026 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City Manager will then work on these adopted goals for the next year. The FY 26 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. Continue Economic Growth decision making
2. Continue Downtown Improvements - Arts + Melon Patch
in the Tropic
3. Work on blight issues on our access corridors
4. Continue infrastructure improvements - Wastewater
- Airport
5. Work with County in areas that are beneficial to both

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.		5
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.		4
Planning ➤ Able to develop, manage, implement and execute plans.		5
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		5
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.		4
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		5

COMMISSION MEMBER ADDITIONAL COMMENTS

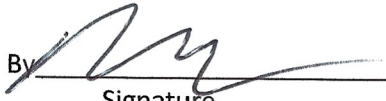
Al does a great job as our city manager. I am very pleased with the progress Leesburg has made.



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2024 – JULY 2025

City Manager Al Minner

By  8-6-25
Signature

Mike Pederson

City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.		5
Commission Relations ➤ Is responsive to Commission direction.		4
Citizen Relations ➤ Maintains positive and responsive relations with citizens.		5

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		5
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		5
Decision Making ➤ Acts on and consistently makes good and timely decisions.		5
Personnel Management ➤ Able to lead, motivate and manage personnel.		5
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		5
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.	Our City is in great financial condition and our millage rate is also the second lowest in Lake County. Also, all of our utilities (Water, Sewer, Gas, and Electric) are in the top quartile as far as competitive rates.	5
Budget Management ➤ Able to develop and manage municipal budget.	City Manager does a great job with Budget every year!	5
Communications ➤ Able to effectively communicate with the Commission and staff.		5
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.	The City Manager and his leadership team do a great job providing quality service to the residents of Leesburg.	5
Public Relations ➤ Has effective media program and responsive to citizen concerns		5
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.	City Manager is always prepared in meetings that can cover a wide range of subjects.	5

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.		5
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.		5
Planning ➤ Able to develop, manage, implement and execute plans.		5
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.	Great problem solving skills!	5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.	An area of improvement and City Manager has been more visible in the last year.	4
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.	Area of improvement as it's important we maintain a good relationship with County Commission.	4
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		5

COMMISSION MEMBER ADDITIONAL COMMENTS

I am very pleased with our City Manager and the positive direction he has taken our City
over the last 6.5 years I have been on the Commission. The efficiency of all our utilities
allows us to transfer funds for the betterment of the City while also having utility charges
that are all some of the lowest in Lake County (actually top quartile for all utilities).

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2026 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City Manager will then work on these adopted goals for the next year. The FY 26 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

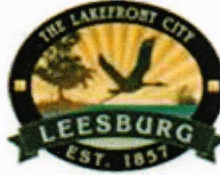
1. _____

2. _____

3. _____

4. _____

5. _____



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2024 – JULY 2025

City Manager Al Minner

By

Signature

JAY Connell

City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.		3
Commission Relations ➤ Is responsive to Commission direction.	City manager continues to be argumental during Commission meeting	1
Citizen Relations ➤ Maintains positive and responsive relations with citizens.		3

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		3
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.		4
Decision Making ➤ Acts on and consistently makes good and timely decisions.	ADVERTISED A NOTICE OF INTENT OF THE CITY COMMISSION TO DISPOSE OF PROPERTY THAT WAS NEVER VOTED ON	1
Personnel Management ➤ Able to lead, motivate and manage personnel.		3
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.		3
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.		3
Budget Management ➤ Able to develop and manage municipal budget.		4
Communications ➤ Able to effectively communicate with the Commission and staff.	CITY MANAGER GETS UPSET WHEN YOU DISAGREE WITH HIM OR HE DISAGREES WITH YOU	1
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		3
Public Relations ➤ Has effective media program and responsive to citizen concerns		3
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.		3

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.		3
Character/Attitude ➤ Acts as a positive role model with a positive and infections attitude. Maintains highest degree of ethical standards.		2
Planning ➤ Able to develop, manage, implement and execute plans.		3
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.		3
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		3
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.		3
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		3

COMMISSION MEMBER ADDITIONAL COMMENTS

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2026 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City Manager will then work on these adopted goals for the next year. The FY 26 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

1. _____

2. _____

3. _____

4. _____

5. _____



CITY MANAGER PERFORMANCE EVALUATION

AUGUST 2024 – JULY 2025

City Manager Al Minner

By Allyson E. Berry
Signature

Allyson Berry
City Commissioner (Print Name)

CITY MANAGER RATINGS

Please rate the City Manager with a 1-5 in the following competency areas, with the below rating scale:

RATING	PERFORMANCE MEASURE
1	Unacceptable
2	Needs Improvement
3	Satisfactory
4	High Level of Performance
5	Exceptional Performance

COMPETENCY AREA	COMMENTS	RATING
Strategic Leadership ➤ Able to inspire, influence and enable others to achieve a specific mission.	The City Manager continues the efforts to create an environment where creativity, collaboration and innovation are encouraged.	4
Commission Relations ➤ Is responsive to Commission direction.	The City Manager responds and provides updates. He asks for clarification when needed and addresses my concerns and helps direct me in reaching my goals for the district.	5
Citizen Relations ➤ Maintains positive and responsive relations with citizens.	The City Manager engages with citizens, and listens to concerns, and provide timely responses to help build community relationships..	5

COMPETENCY AREA	COMMENTS	RATING
Staffing/Selection of Management Staff ➤ Recruits and retains competent personnel.		5
Knowledge of Governmental Operations ➤ Solid understanding with regard to governmental operations.	The City Manager demonstrates a strong understanding of governmental processes, policies. He communicates to the commission and makes sure the city is in compliance.	5
Decision Making ➤ Acts on and consistently makes good and timely decisions.	The City Manager continues to exercise sound judgment, evaluate options that will align with the best interests of the city.	4
Personnel Management ➤ Able to lead, motivate and manage personnel.		4
Execution of Policy ➤ Able to understand, implement and execute Commission Policy.	The City Manager understands Commission policies and translates them into action plans in the best interest of the Commission	5
Fiscal Management ➤ Manages, maintains and recommends fiscally sound practices.	The City Manager effectively manages resources and maintains financial controls and recommends practices that support long term stability and agree with the City's priorities.	5
Budget Management ➤ Able to develop and manage municipal budget.	The City Manager demonstrates strong ability to develop oversee, and manage the municipal budget along with the finance department	5
Communications ➤ Able to effectively communicate with the Commission and staff.		4
Delivery of Municipal Services ➤ Develops and maintains an organization that delivers timely services efficiently.		5
Public Relations ➤ Has effective media program and responsive to citizen concerns		5
Commission Meetings ➤ Is prepared for meetings and develops well organized and informative agendas.		5

COMPETECY AREA	COMMENTS	RATING
Visionary/Direction Settings ➤ Able to develop, articulate, implement and assist in the development of organizational goals.	The City Manager develops and communicates a vision, and implements strategic initiatives to establish organizational goals.	4
Character/Attitude ➤ Acts as a positive role model with a positive and infectious attitude. Maintains highest degree of ethical standards.		4
Planning ➤ Able to develop, manage, implement and execute plans.		5
Problem Solving ➤ Able to solve problems, be creative and initiate solutions.	The City Manager takes the initiative to communicate to the Commission the best practices in the event of protecting the city and staff during hurricanes, utility outages, water flooding and other emergencies.	5
Community Involvement ➤ Maintains a presence in community and actively participates in community events.		4
Relationship with Governmental Agencies ➤ Maintains good relations with other governmental agencies.	The City Manager continues to improve on building better relationships.	4
Able to Implement Council Goals ➤ (To answer this rating, compare the CM accomplishment with the goals established pursuant to Resolution #11,343 (Attached).		5

COMMISSION MEMBER ADDITIONAL COMMENTS

As a first-term Commissioner, I have seen positive changes in our city. The growth

we are experiencing and the focus of making Leesburg a sports and entertainment desti

The City Manager has done well managing utilities costs, within reasonable limits for our

Cleanup efforts after hurricanes helping families and the city recover quickly with limited

COMMISSION MEMBERS GOALS FOR THE COMING YEAR

Commission Members should identify the FY 2026 goals (Next year's goals) for the City Manager to strive towards accomplishing. Upon the Commission completing this form and listing individual goals, the Commission goals will be discussed publicly and then set for the next year. The City Manager will then work on these adopted goals for the next year. The FY 26 goals should be specific, measurable, achievable, realistic and timely (SMART Goals).

Identify and prioritize high-crime areas in the city, developing targeted strategies to reduce and eliminate criminal activity.
1. _____

Collaborate on creating and funding an Economic Development position to attract new businesses.
2. _____

Invest in reinvigorating blighted neighborhoods through infrastructure improvements and community partnerships.
3. _____

Expand after-school and summer job programs for our youth..
4. _____

Continue funding and promoting the Home Improvement Grant program to assist all residents.
5. _____



CITY MANAGER PERFORMANCE EVALUATION - OVERALL RATING
AUGUST 2024 - JULY 2025
City Manager Al Minner

Rate from 1 to 5 / Max = 105

Competency Area	Mayor Reisman	Comm Berry	Comm Burry	Comm Connell	Comm Pederson		CM Minner	
Strategic Leadership	4	4	5	3	5		5	
Commission Relations	5	5	5	1	4		4	
Citizen Relations	4	5	4	3	5		5	
Staffing/Selection of Mgmt Staff	5	5	5	3	5		5	
Knowledge of Governmental Operations	5	5	5	4	5		5	
Decision Making	4	4	5	1	5		5	
Personnel Management	5	4	5	3	5		5	
Execution of Policy	5	5	5	3	5		4	
Fiscal Management	5	5	5	3	5		5	
Budget Management	5	5	5	4	5		5	
Communications	4	4	4	1	5		4	
Delivery of Municipal Services	5	5	5	3	5		4	
Public Relations	5	5	5	3	5		4	
Commission Meetings	5	5	5	3	5		5	
Visionary/Direction Settings	4	4	5	3	5		4	
Character/Attitude	3	4	4	2	5		4	
Planning	4	5	5	3	5		5	
Problem Solving	5	5	5	3	5		5	
Community Involvement	3	4	5	3	4		3	
Relationship w/Governmental Agencies	5	4	4	3	4		5	
Able to Implement Council Goals	4	5	5	3	5	Overall Comm. Rating	4	
Total	94	97	101	58	102	90	95	CM's Self-
	90%	92%	96%	55%	97%	86%	90%	Eval Rating

COMMISSION MEMBER GOALS FOR THE COMING YEAR

Mayor Reisman

1. Continue advancing Infrastructure Improvements.
2. Enhance City-wide Blight Reduction and Aesthetic Improvements.
3. Strengthen City-wide Communication.
4. Support Employee Morale and Workplace Culture.
5. Improve City Branding and Uniformity.

Comm. Connell (Mayor pro-tem)

No goals provided.

Comm. Berry

1. Identify and prioritize high-crime areas in the city, developing targeted strategies to reduce and eliminate criminal activity.
2. Collaborate on creating and funding a dedicated Economic Development position to attract new businesses.
3. Invest in revitalizing blighted neighborhoods through infrastructure improvements and community partnerships.
4. Expand after-school and summer job programs to provide meaningful opportunities and support for our youth.
5. Continue to fund and promote Home Improvement Grant program to help residents maintain and upgrade their homes.

Comm. Burry

1. Continue Economic Growth decision making.
2. Continue Downtown Improvements - arts and Melon Patch in the Tropic.
3. Work on Blight Issues on our access corridors.
4. Continue Infrastructure Improvements - Wastewater / Airport.
5. Work with County in areas that are beneficial to both.

Comm. Pederson

No goals provided.

Minner

1. Complete the following CIPs: Susan Street, Downtown Parking, Marina.
2. Complete best plan for impact fee increases, knowing some legal parameters may impact implementation.
3. Explore intergovernmental strategies for best practices in managing smart growth.
4. Maintain and improve the City's financial stability.
5. Ensure open and honest governmental processes.