

**AGENDA**  
**CITY COMMISSION MEETING**  
**CITY HALL, 501 W MEADOW STREET**  
**MONDAY, DECEMBER 15, 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. Recognition of Pop Warner Football and Pop Warner Cheerleading teams for Mid-Florida Championships**

**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 December 8, 2025**

**B. PURCHASING ITEMS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Professional Concessions, Inc. for alcoholic beverage services at Bikefest; and providing an effective date.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Ryan Jacob McCabe for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Gulfstream Towers Holding Company V, 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. **None**

**B. FIRST READING OF ORDINANCES:**

1. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.80 +/- acres from City of Leesburg PUD (Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for commercial and light industrial uses for a property generally located north of Commander Road and east of U.S. Highway 27, lying in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Flex)**

**C. NON-ROUTINE ITEMS:**

1. **None**

**7. INFORMATIONAL REPORTS:**

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

**A. None**

**8. CITY ATTORNEY ITEMS:**

**9. CITY MANAGER ITEMS:**

**10. ROLL CALL:**

**11. ADJOURN:**

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

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

**AGENDA MINUTES  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, DECEMBER 8, 2025 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a regular meeting on Monday, December 8, 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  
Commissioner Mike Pederson  
Mayor Alan Reisman

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. Leesburg in Bloom Update**

Sandi Moore, President of the Leesburg Chamber of Commerce, said she was there to provide an overview of the Leesburg in Bloom initiative and to hopefully get the commission's blessing to move forward.

Referring to the slides, she said the first slide was the new logo. They used the existing city logo and built on that for continuity. They added the Leesburg in Bloom with a magnolia flower. She wanted to show a couple of the projects they are currently working on. First is the storefront planner program. Then they have the library pollinator garden and a community garden. They are planning to do an adopt a park

program where they are trying to get groups together, whether that be businesses or civic groups, to adopt our parks in order to help keep the parks clean, because there are times when the public works department cannot get out there. Then we also have the street banners. They are putting together a volunteer database for all these projects. Some future projects being considered are the gateway entrances, which include neighborhood entrances. They would like to make a more iconic entrance into all the major corridors and then murals.

With the storefront planter program, they would have a couple of different planters for people to choose from. The planters would be bought on their budget. These planters may not be exact colors because there are other colors to be considered. However, they have a reservoir of water in them so they do not have to be watered all the time. The intention here was that if any business wanted to have one of these planters, they would fill out an application and the planter would be free, but they would have to agree to water it. They would also have to put the plants in the planter. There will be uniform plants given as suggestions for each quarter. They would have to agree to change the plants quarterly, but it would be uniform so that the whole city would have the same kind of plants no matter where your business might be. Whether they own a business in downtown Leesburg, the corridors or anywhere in Leesburg, if they would like to do this planter program, they would be eligible. The only other thing about the planter program is that they would have a specific number of planters purchased each year that they could have entered into the program. It might be that they start with twenty planters and if all twenty go out, next year, they would put twenty more out. That way they can keep the costs down initially.

With the library pollinator garden, if everyone can remember when the library was first built, they had a butterfly garden in the back, and the intention of the library was to have that butterfly garden. However, over the years and for different reasons, it lost the pollinators. It does look nice back there, but it does not have the types of flowers that attract butterflies and bees. This was one of the things that they wanted to reestablish. They felt it was an educational opportunity for the library to have, so they could teach about it and its importance because it is obviously good for the environment. In addition to that, they are hoping to work with the Lake County Bee Association. They have already talked to them about the potential of putting hives on top of the library. That way they would have that in addition to the garden. If you were to go to the help desk on the second floor, you would see it behind them. It will be there for people to see.

When it comes to community gardens, we already have some community partners with this; Lowe's Improvement has already donated money and plants which were planted in the town square, and it looks very nice. There are different pots of money to be applied for at different times, and they have to spend that. They have already talked to them about utilizing that for this pollinator garden, and they are willing to donate seeds, plants and other things of that nature when they do come into stock. It is only certain times of the year that they sell those types of plants. Then, of course, the Lake County Bee Association is the other community partner for this. This is one of the projects that can be done at very little cost. The first garden they would like to start would be located at the Leesburg Resource Center. They are hoping to have multiple gardens around the city. They have a wonderful committee working on these projects and one of the committee members is a master gardener. She has already done these gardens in the schools. She provided a stock picture of what the raised beds would look like. They will need volunteers to help, and they do anticipate doing farm-to-table events and educational opportunities to teach residents or anyone how to be able to garden in minimal space. That way they can grow some of their own food even if they have small spaces. The other thing they are hoping to do is address some food insecurities in that neighborhood so that they could come and harvest in order to get food from that garden. Some of the community partners that have been identified for this are RoMac, who offered to supply the wood and supplies needed to construct the raised beds. Black Kow Fertilizer donated the fertilizer for these in addition to the fertilizer for the planters. Then Kappa Alpha Psi fraternity volunteered their time to help

build the beds. They are excited about getting these projects started in the spring as soon as it is good to plant. That way they could start harvesting in the summer. **Mayor Reisman** asked if there were any comments or questions. There were none. He thanked Ms. Moore for her hard work on this.

**B. Employee Service Award Recognitions:**

**Five Years: Thomas Devereaux, Fire; Brendin Evans, Police; David McClain, Police; and Christopher Moering, Police**

**Ten Years: Ryan Owens, Fire; and Gabriel White, Police**

**Twenty Years: Timothy Patten, Public Works; and Sonja Shaffer, Information Technology**

**Twenty-Five Years: James Green, Police**

Human Resource Director (HRD) Melissa Arriaga and **CM Minner** recognized each employee for their years of service and presented them with their service award. **Mayor Reisman** thanked all the employees for their service because they are the backbone of the city.

**4. PUBLIC COMMENTS:**

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Bill Polk of 600 Cascade Avenue in Leesburg, Florida wanted to give praise for the parade that was held this past Saturday night. It was a wonderful event. He saw the mayor and the city manager handing out candy to all the kids. However, he was concerned about the traffic in Leesburg. It has been atrocious for some time, yet the city continues to annex property. If he goes to a restaurant or walks down the street, all he hears are complaints about traffic. He mentioned that if they purchase a load of concrete today, they will charge more to deliver concrete in Leesburg than they do in the county. The county has a delivery charge, but Leesburg is charged about twenty percent more than the county. He wondered if that was just because of the traffic. He wondered if FDOT had ever come in to talk because he did not see them here. However, the city needs to get with FDOT to work with them on advancing the roads. It is almost impossible to go from Leesburg to Eustis on CR 44. It is also impossible to Okahumpka. Leesburg, the county, and the state need to figure out how to take care of the roads. Most of the roads in town have potholes, and he did not know if the county was still giving the city money from the gas tax for the roads, because that is what used to happen. It would be great if the city had a summit to talk about the roads with the public. Listening to the public is a good thing, and he was not sure if the city had listened to the public about traffic.

Elise Dennison of Legacy in Leesburg said she was there to discuss the communities that have been approved over the past couple years. She wanted to discuss a sustainability impact assessment for each of the projects. This assessment evaluates the environmental, social, and economic effects of proposed projects or plans, ensuring informed decision-making for long-term sustainability. Among these are roads, schools, medical facilities, job availability, business opportunity, civil protection, fire, police, water supply and protection, possible flooding and pollution resulting from overbuilding. We have seen approvals over the years, but we have not seen any plans for support or sustainability of the expansion.

There will be a time lag between the build start and the sale of the buildings, which would delay the new property taxes coming into the city and the ever-increasing fire assessment fee. The commission should not approve all the development without the sustainability assessments being done prior to each approval. She respectfully requested a town hall meeting to be held after the new year to discuss the documents.

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

The roll call vote was:

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

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

**A. CITY COMMISSION MEETING MINUTES:**

- 1. Regular meeting held November 24, 2025**

**B. PURCHASING ITEMS:**

- 1. Requesting approval to purchase one (1) 2027 medium duty Mack truck, model MD7 for the total amount of \$214,561.00 from Nextran Truck Center, contract holder under the Florida Sheriffs Association Contract FSA 25-VEH23.0.**
- 2. Purchase Request approval for computer equipment from High Performance Technologies using Florida State Contract 43210000-23-NASPO-ACS-FL.**
- 3. Purchase request to approve the purchase to install a new Taraflex Class 3 Sports Flooring with heat welded seams and other updates to the Gym from Southeastern Surfaces & Equipment (SSE) for the amount of \$199,000.00 using Sourcewell Contract ID# 060518-CS.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement to the Florida Gas Transmission FTS-1 contract to provide Natural Gas Transportation Services; and providing an effective date.**

**ADOPTED RESOLUTION 12,170**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Flagpole Donation and Dedication Agreement between the City of Leesburg and the Leesburg Boating Club, Inc., a Florida not-for-profit corporation; and providing an effective date.**

**ADOPTED RESOLUTION 12,171**

3. **Resolution of the U.S. Highway 441/27 Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairman and Clerk to execute an agreement between the U.S. Highway 441/27 Redevelopment Agency of the City of Leesburg and Habitat for Humanity of Lake-Sumter, Florida, Inc., for the Disbursement of Grant Funds; and providing an effective date.**

**ADOPTED RESOLUTION 53**

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:**  
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**A. SECOND READING OF ORDINANCES:**

1. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 103.14 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for 294 single-family detached units, consisting of 241 50' lots and 53 60' lots, for a property generally located east of County Road 48 and north of North Austin Merritt Road, lying in Section 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Banning 5 PUD)**

**ADOPTED ORDINANCE 25-72**

Mayor Reisman asked that the city attorney perform the swearing-in ceremony. CA Watson asked

anyone wishing to provide testimony on agenda items 6.A.1 (Banning 5), 6.A.4 (Legacy Commerce) or 6.B.2 (Dominium Apartments) to stand and raise their right hand. He swore them all in.

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

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this was the Banning 5 project. It was for the rezoning of one hundred and three plus or minus acres. It was generally located on the east side of CR 48 north of Austin Merritt Road. The request was for the future development of a two-hundred and ninety-four single-family dwelling unit community. Under the request, the application would go from a Planned Unit Development to a Planned Unit Development with revised conditions. If approved, the project would interconnect CR 33 and CR 48 via the developments that run from the west side of CR 48 all the way to CR 33. City staff reached out today to see if there were any additional comments from Lake County, and they have not heard back from them. However, he would update the commission upon receipt of any comments received. The city had no issues with this request. It is located outside the Leesburg electric area. The school board noted that a mitigation agreement would be required. We received one response to the ads and letters which had concerns about water supply and pollution, wildlife habitat, and increased traffic. Previously, this project was known as the Zellwood property, but that PUD has expired. It allowed a total of three hundred units as compared to the request tonight, which is for two hundred and ninety-four units. Under the previous zoning (just for comparison) it was broken down into one hundred and fifty-two town homes and one hundred and forty-eight single families. What we would be getting is essentially the same density with a difference of six units. Under the terms of the proposed PUD agreement, there would be two hundred and ninety-four single family units. There are no other uses. The site plan would allow for the exterior lots to be sixty feet wide, seventy-five hundred foot lot size and the minimum house size is seventeen hundred feet. The interior lots would be fifty feet wide with a minimum of sixteen-hundred square foot homes and sixty-two hundred and fifty square foot lot sizes. The project proposal includes design standards, which includes selecting five design features for each building frontage that come out of the design standards in the PUD. There are buffers required around the entirety of the project, dark sky lighting, thirty-five percent open space minimum, and a landscaping plan. The maximum height is two floors, which is consistent with all the other developments in the area. Plus, the usual Bahia or Bermuda grass is required in place of St. Augustine. There is site access through there on CR 48, which is under Lake County authority, so the developer will be required to provide any and all upgrades, changes, widening, turn lanes, signalization, anything like that and our PUDs are written to support that. There are 1.35 acres of recreational uses that are required. That would be a primary recreational area with three amenities. In other words, it would include a pool plus two other features, such as barbecue grills, play areas, ball courts or picnic tables. The utilities are provided by the city except for electric, and there will be no wells or septic. It would all be on city water and wastewater. At the present time, the departments are noting that there is capacity to serve the development. Finally, they included the standard phasing/expiration clause which would require this development to move forward within forty-eight months, or it would revert to the RE-1 zoning standards. Again, it would remain a PUD zoning, just that the standards would go to one acre per unit. This request was recommended for denial by a vote of four to one by the planning commission. They cited lot sizes, densities and wanting more open space. Logan Opsahl of Lowndes Law Firm was there to represent the case and answer any other questions.

Commissioner Pederson questioned if the existing PUD had expired. **PZD Miller** replied yes. It had

expired several years ago. **Commissioner Berry** wanted to know if we were still waiting to hear from the county. **PZD Miller** said that they normally send back the standard comments. However, staff did contact them today to see if there were any additional comments that they wanted to add. **CM Minner** added that since he had spoken with her, they had not heard back from the county.

Andrew McCown of GAI Consultants of 618 East South Street, Orlando, said he was there representing the Hanover Land Group. He brought a presentation, but it was almost identical to the one they saw at first reading. He did not want to go through everything again, but he was there to answer any questions. At the last meeting, the topics were about the spine road and traffic. Referring to a slide, he said the Spine Road would run through all five Banning phases from CR 48 to CR 33. As discussed last time, there were some potential concerns on a number of fronts regarding this spine road, such as potential speed since there were houses and neighborhoods that front and intersect with this road. Truck traffic was also brought up, so he would like to address each one of those items along with any other items that the commission would like to discuss. The Hanover Group obviously understands the concerns about the potential speed between the two county roads and although this would be an alternative route, they would not classify it as a cut through. The road is pretty circuitous and there will be stop signs and other types of traffic-calming measures implemented along this road. They can discuss the specifics about any of the traffic-calming methods that would be acceptable to staff and the commission as the project moves forward through the permitting process. However, it would be to keep the speeds down on the road because it is a two-lane road. It would not be designed to be a wide, fast road, so speeds would be kept to neighborhood level speeds along the entire course of the road. Along with any additional measures that would give the commission comfort in that regard. They are more than happy to discuss those. Obviously, there will be measures taken along that road to reduce speeds. **Mayor Reisman** asked if there were any questions or comments about the developer.

**Commissioner Pederson** mentioned that when he looked at this and other developments that are not even this large, he would call it a boulevard. He thought they were proposing a four-lane boulevard, but he just said two lanes. **Mr. McCown** replied that he believed it to be a two-lane road. **CM Minner** clarified that it would be designed to be a boulevard entry. They will have four lanes at CR 48 and CR 33 where they enter the subdivision and then those pinch down to two lanes. The boulevard entry is used for ingress and egress to get on and off CR 48 and CR 33. **Commissioner Pederson** added that he saw that in some prior developments where the four lanes extended often times through the entire development. When he looked at that road, he just assumed it was a four-lane road. **Commissioner Burry** commented that when looking at the picture in the PUD, it does imply that there are four lanes. It was on page twenty-two of the PUD in the packet. It makes it look like that, but it is just eight feet of entryways at CR 48 and CR 33. **Commissioner Pederson** remarked that he was not sure where to start because he hears comments from the public, and he hears them everywhere he goes, but when he looks at this development, if we have already done phases one through four, he hopes that phase five would help by taking pressure off of CR 33 and CR 470. This one is tough for him, but we have already done one through four, so he feels that they almost have to do five, and he did not take that comment lightly. **Mr. McCown** said there was one last item he wanted to bring up. Referring to the slide, he wanted to remind the commission that he brought this up at the previous hearing with regard to the minimum lot depth, because they were requesting that it be changed from the draft ordinance of one hundred and twenty-five to one hundred and fifteen, along with the subsequent changes to the minimum lot sizes. That would be the depth and the overall lot size. He just wanted to get that back on the record. He would be happy to answer any questions. The full team was there if there were any other questions. **Mayor Reisman** opened public comments.

Bill Polk opposed the PUD application due to the lot sizes being fifty-foot and sixty-foot. They are requesting two hundred and ninety-four homes, so that will not allow space to put trees between the

homes. There will be one house on top of the next house with a two-lane road running between two county roads. It will not relieve any traffic between CR 48 and CR 33. If the speed is set at twenty-five or thirty-five along with stop signs all along that road, nobody will go down that road. CR 33 is already crammed, and during rush hour it runs all the way back to Austin Merritt Road. He wanted to know when the city plans to build decent subdivisions. Where he lives in Palmora Park there are two lots; one is fifty feet and the other is fifty-five feet and those houses are as wide as the lot. There is nothing between them. He would like the city to beautify Leesburg, but this is not beautifying it. He would like to see a decent subdivision put in here. Jack Banning used to own this property, so he knows there is swampland down in there. They will need to build a bridge going across the water somewhere. They will have environmental issues as well, because there are eagles, gophers, deer and turkeys. The developers should increase the size of the lots to make this look pretty. **Mayor Reisman** asked if there were any other public comments. There were none. He closed public comments.

**Mr. McCown** said he wanted to respond to the comments. The notion that they cannot get a decent subdivision on fifty-foot lots was not true because some of the most desirable neighborhoods in the region are on fifty-foot lots and smaller to incorporate townhomes and all types of units. He would reference communities like Boldwin Park and Lake Nona to name a few examples. There are many examples of well landscaped, well-designed and well-implemented neighborhoods all over the region. They should not take fifty-foot lots as an indication of a poor-quality subdivision or poor-quality design.

**Commissioner Connell** said he felt like he had been beating a dead horse over the last five years, but he had been talking about traffic problems in this town for the last five years, and it continues to get worse because they continue to annex and rezone property. Again, this is on CR 33 and CR 48, which are two-lane roads and the intersection of CR 48, CR 33, and CR 470 is awful. There is a conceptual plan by the county that somewhat addresses it, but it will not do a lot because they will maybe add a couple of turn lanes. That would help, but we cannot keep annexing property on these roads that dumps the traffic on these two-lane roads. It is all being funneled back to the same intersection. It is awful and people are cutting through now off of CR 33 down Industrial. They are going down industrial to Haywood Worm Farm Road to hang a left back and that is becoming a major cut through. He did not believe they should annex any more property or, in this particular case, approve any more development on these roads until that intersection has been properly addressed and completed. We are creating a bigger problem every time we do this. He hoped the commission would take that into consideration when voting. We do not need any more traffic down there until the roads and that intersection are addressed. **Commissioner Pederson** said he respected Commissioner Connell's comments even though they have not been in agreement for years. He said earlier that they had a lot to talk about. However, he does view this one a little bit differently because we have already approved phases one through four. Yes, he was struggling, but that is what sways him on this one. He wanted to reiterate that he was open to any and all ideas because it is the talk of the town.

**Commissioner Burry** wanted to point out that this project is just like the Sunnyside project because this is an expired PUD, it is located within the City of Leesburg, so the property is already there. Our planning and zoning department has said this is what they can build, and it is within the comprehensive plan, and it will have the same result if we say no to it. We can expect the same thing to happen that happened with the Sunnyside property and that is just how it is. **Commissioner Pederson** thanked him for that clarification and to clarify that it was because the property was already located in the city limits. They did not have to annex it in. **Commissioner Burry** continued to say there was a neighborhood within Sunnyside that is not developed yet, but it was within the City of Leesburg that had an existing PUD to be built, but it was never built. That PUD expired, somebody else purchased that property, and it is the same scenario as this. They came to our planning and zoning people, worked within our comp plan, got the design, and they said no. So then they sued the city, and the special magistrate told us that we did

not have a case. He did not see any difference in this, and we would be wasting taxpayer money because we would be on the losing end of it. **Commissioner Berry** said it was unfortunate that we have done the various phases of Banning, and it is unfortunate that we have not heard back from the county as far as the roads, because they are not city roads. She wanted to know if it was possible to table this until they got further information. **Commissioner Pederson** commented that he wanted to piggyback off of Commissioner Burry's comment because the issue is, if we turn down an annexation, we are shielded because we have limited liability, but in this case, he is correct. We have the legal liability because it meets all our code. We learned a valuable lesson with Sunnyside, and he appreciates him bringing that up because this is a similar situation where it is already in the city and the case law did go against us on Sunnyside. We ended up settling that after fighting it for a year or two. **CA Watson** explained if a property owner demonstrates that they meet the code with their application, then it is on the city to bring up information and evidence that would rebut their ability to develop the property as it is done. Typically, that would be done through expert testimony and in this instance, the expert testimony would come from staff or the developers' side. However, the staff's recommendation was for approval because it meets the code and all the requirements. It would be more challenging to turn it down and Sunnyside was a good example to bring up because they all saw how that played out. Basically, they would need evidence to refute that this is a good plan that works within the code. In the absence of that evidence, then there would be a lack of competent substantial evidence to refute and rebut the developer's position.

**Mayor Reisman** thanked Commissioner Burry for bringing that up and for the city attorney clarifying that. He asked if the only thing they were waiting for from the county was just additional comments. **PZD Miller** answered that it was correct. **Mayor Reisman** wanted to confirm that they looked over everything, and we just asked them for additional comments. **PZD Miller** agreed. **Commissioner Burry** pointed out that he would like the whole Banning project to be in a community development district (CDD) which the PUD indicated that they were willing to move in that direction because that would make the development itself more responsible for their roads.

Ben Snyder of Hanover Land Company, 605 Commonwealth Avenue, Orlando, said yes, they were planning to put the entire Banning development, which includes all five phases, into a single CDD.

**Commissioner Pederson** said during the first reading, he learned something because he pushed back and asked if the developer could maintain the road, and he was told it was a city road. So, if there was a CDD would they maintain the roads? **PZD Miller** explained that a CDD comes under Florida Statute Chapter 190, and they can be written in a multitude of ways. If they want that road to be there, it could be. **Commissioner Burry** pointed out that for his vote it would have to be in there. **Commissioner Pederson** said the reason he hesitated was because he would rather see that money spent on CR 33 and CR 48. That was why he hesitated, but he would let other commissioners chime in. **Commissioner Berry** wanted further clarification on whether it was necessary to have the road to go through because it is joining each phase to another phase. What is the purpose? Is it just to drive through? **Mr. Snyder** indicated that from a planning perspective, it is good to have the phases interconnected so that traffic can flow in both directions. From a utility perspective, it is good to have the trunk lines on CR 48 connected to CR 33 for looping. Then, from an infrastructure standpoint, it is objectively a better plan to create a subdivision that is interconnected with multiple county roads rather than one entrance. Otherwise, there would be dead-end subdivisions which are objectively bad planning. **Mr. McCown** added that the amenities for all phases are shared, and they are scattered throughout the entire development, and the residents are not precluded from using any of the amenities across all five phases. If there was a break in any of the lines, they would have to go all the way around to access the other amenities. **PZD Miller** remarked that the comprehensive plan requires the city to have interconnectivity between different subdivisions, and he could not find a way not to interconnect these subdivisions.

**CM Minner** explained going back to Commissioner Burry's comment. With the CDD requirement, he did not think they have ever put one of those into the PUD, and this PUD has some of the older language where dedication is left open. In the more recent PUDs, it clearly states that we will accept dedication of infrastructure. However, this one has the old language where it is open. It says that the city may accept; it is not a guarantee. If there was a requirement for a CDD, we should add an extra paragraph to the PUD to amend it and make it paragraph 16G, which would say something like the city commission will require the development of a CDD for development and future maintenance of infrastructure.

**CA Watson** agreed that they should add that, and they could easily add that language into the PUD.

Commissioner Burry made a motion to amend the PUD by adding paragraph 16G, to require the creation of a CDD to cover the development and future maintenance of PUD infrastructure for Banning Phases One through Five, and Commissioner Pederson seconded the motion.

**CM Minner** reiterated that he was referencing back to Banning Phases One through Five.

**Commissioner Burry** indicated that they had that motion, but did they want to address changing from one hundred and twenty-five to one hundred and fifteen? **CM Minner** stated his recommendation would be to leave it where it is. They would have bigger lots, and they are asking the commission to make smaller lots. The PUD that is being considered is paragraph 4E1d, which requires the minimum size be 6,250, and they are asking that the commission reduce the size. The draft ordinance is still that first bullet. It is 6,250 for fifty-foot lots and 7,500 for sixty-foot lots. They are asking to make that a tick smaller. If they were to oblige that request, they would need to amend it. However, if they do not want to oblige that request to keep the lots a bit larger, then approve the PUD as presented. **Commissioner Pederson** added that they want to take ten feet off the back of each lot. **Mayor Reisman** asked if there were any further comments on the amendment. **Commissioner Connell** wanted to confirm the motion on the floor was to amend the PUD. **Commissioner Burry** confirmed that the motion on the floor was to add paragraph 16G. It would require that the entire Banning development phases One through Five be in a CDD. **CM Minner** stated the motion on the floor is to add paragraph 16G, which requires that the PUD put together a CDD for Banning Phases One through Five to develop and maintain infrastructure in the future. **Commissioner Connell** wanted to confirm that they would be voting on that first before voting on the PUD. **CM Minner** agreed because it would be an amendment to the PUD. A yes vote on this does not mean they are approving the PUD. **Mayor Reisman** asked if there was any further discussion on the amended motion. There were none.

The roll call vote was:

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

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

**Mayor Reisman** indicated that they needed to go back to the original motion on the floor. **CM Minner** agreed, unless they wanted to consider changing the lot sizes.

**Commissioner Burry** wanted to know why they would need the lot changes. **PZD Miller** pointed out that staff is always trying to get the largest lots we can get, but the developers want smaller lots. That is respectfully the answer. **Commissioner Burry** asked the same question of the developer. Why the amendment, and why do they want to change that? **Mr. Snyder** said honestly, most of the lots are one hundred and twenty and one hundred and twenty-five anyway. They would like the flexibility to go to

one hundred and fifteen when working around wetlands. That way, they do not end up having to impact the wetlands or pay to mitigate them. It is really for a very limited number of lots where they are skirting around wetlands, so that we are not pushing lots in the wetlands. However, the majority of the lots will be designed as one hundred and twenty and one hundred and twenty-five anyway. They would appreciate the flexibility. **Commissioner Pederson** added if they are going to do it, maybe they could put a small number on it or just leave it like it is. **CM Minner** indicated that the staff recommendation is that they leave it like it is because that is a developer problem. **Mayor Reisman** asked if there were any other comments. There were none.

The roll call vote was:

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

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

- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.3 +/- acres; and being generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Legacy Commerce ANNEX)**

#### **ADOPTED ORDINANCE 25-68**

Commissioner Burry introduced ordinances 6.A.2, 6.A.3, and 6.A.4 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this was the Legacy Commerce project. It consists of an annexation, small-scale comprehensive plan, and a rezoning of 7.3 plus or minus undeveloped acres. It is generally located on the west side of US 27 and north of University Avenue. This is for a commercial/industrial type development. There would be zero residential. It includes 50,200 square feet of multi-use/office/warehouse-type buildings. Under the overall proposal, there would be annexation and future land use which would go from Lake County Urban to City General Commercial. The zoning application would request to go from Lake County Agriculture to City of Leesburg Small Planned Unit Development. There were no public responses to the ads or letters and Lake County responded with a no comment. Under the terms of the SPUD agreement there would be 50,200 feet of multi-use office and warehouse buildings on the 7.3 acres. It includes offices, warehouses, mini warehouses, industrial flex

space, indoor light manufacturing, building trades and contractors with indoor storage such as electricians, plumbers, AC contractors and then, of course, a daycare and private school, as the location is near residential development. There are design standards including screening of mechanical equipment and the standard thirty-five percent open space, dark sky lighting, landscape plan, etc. Two floors is the maximum height and site access is shown on the site plan. The developer would be required to make any and all upgrades to US 27, which is more than likely to be a deceleration lane improvement. The utilities would be on city water and wastewater. There will be no wells or septic. It also has a four-year substantial commencement clause. Attorney, J.B. Bricklemyer is here to answer any questions.

**Mayor Reisman** asked if any of the residential property was fenced that borders the mobile home park? **PZD Miller** answered that, generally, when we have a residential to a commercial, city staff will require a fence in the PUD.

J. B. Bricklemyer of 17032 John Lake Drive, Winter Garden, apologized for his voice. He was just coming off surgery, so he was still a little weak still. He asked if the commission had any questions he could answer. There were none. **Mayor Reisman** asked if there were any public or commission comments. There were none.

The roll call vote was:

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

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

- 3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.3 +/- acres from Lake County Urban Low to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SSCP)**

#### **ADOPTED ORDINANCE 25-69**

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

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

The roll call vote was:

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

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

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.3 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 50,200 square feet of Multi-use Office/Warehouse buildings for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SPUD)**

**ADOPTED ORDINANCE 25-70**

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

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

The roll call vote was:

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

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

5. **An Ordinance of the City of Leesburg, Florida, Amending Chapter 25 of the Code of Ordinances to create Section 25-165 establishing procedures for requests for reasonable accommodation for Certified Recovery Residences and Other Persons with Disabilities; providing for purpose, application, review, appeal, and enforcement procedures; providing for annual recertification; providing for inclusion in the Code of Ordinances; providing for conflicts; providing for severability; and providing an effective date.**

**ADOPTED ORDINANCE 25-73**

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

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

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

The roll call vote was:

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

Mayor Reisman                      Yes

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

**B.        FIRST READING OF ORDINANCES:**

- 1.        An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 18.71 +/- acres from City of Leesburg Low Density Residential and General Commercial to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of Palm Drive, lying in Section 2, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Dominium Apartments SSCP)**

Commissioner Burry introduced ordinances 6.B.1 and 6.B.2 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Reisman requested comments from the Commission and the audience.

Mayor Reisman stated for clarification that this is the first reading and these items will lay over till January 12, 2026.

PZD Miller explained that this was the Dominium Apartment project. Again, a small scale comprehensive plan and rezoning for the 18.71 acres. It is located on the west side of US 27, north of Palm Drive and Armoyan Boulevard and south of CR 25A. The proposal is for the future development of an apartment complex consisting of two hundred and seventy-six multifamily units. The future land use request would go from General Commercial and Low Density to General Commercial. The zoning application is a request to change from PUD to PUD with revised conditions. There were no substantive comments from the city departments. The school board noted that the applicant will be required to obtain a school concurrency reservation in order to reserve capacity and if, at the time of development, adequate capacity is not available, they would be subject to a mitigation agreement. Lake County Public Works did not have any comments on this project. We received a couple of written responses to the ads and letters. The concerns included significant alteration of the character of the neighborhood, increased traffic, noise and light pollution, and increased crime. There were concerns about stormwater runoff, and additional noise, loose pets and children walking around. Under the terms of the SPUD agreement, the proposal again was for two hundred and seventy-six multifamily units on 18.71 acres. It would include two, three, and four-bedroom units provided in eight hundred, nine hundred, and one thousand square foot apartment sizes. The project proposal does include design standards. There will be twenty-five-foot undisturbed buffers all the way around. There is a four-foot-tall earthen berm along US 27 and CR 25A, which is supplemented with plantings on the top to provide visual and noise buffers. Opaque fencing is required where the property is adjacent to residential areas. We also have the requirement for thirty-five percent of open space, dark sky lighting, code-compliant landscaping and Bahia or Bermuda grass. The maximum height size for the buildings is three floors. There are facade samples of the proposal included in the packet. There is access shown on the site plan which includes one primary access point and one emergency access point on the south and east sides of the project. The PUD requires the developer to provide all necessary upgrades to the roadways as required by FDOT or Lake County. As required, 1.3 acres must be recreational land, which may include a swimming pool, children's playground, and a dog park. All utilities will be on city water and wastewater, there will be no wells and septic. There is the

phasing and expiration clause. There are a couple of different site plans that they may wish to talk about that would impact the parking ratios. **Mayor Reisman** asked if there were any questions for the planning and zoning director.

Commissioner Connell wanted to know what the original PUD was approved for. **PZD Miller** replied that originally the property had two PUDs on it. One was for assisted living, which included two hundred and fifty beds plus some commercials on the east side. The assisted living was on the west side of the property, and there were two separate PUDs that came in around 2006 or 2008. Again, it had some commercial development on the east portion of the property proposed and then two hundred and fifty beds of assisted living on the western portion of the property. **Commissioner Connell** wanted to verify that there were no residential facilities approved as part of the original PUD. **PZD Miller** agreed. **Commissioner Burry** mentioned that it was said there would be two exits, but one is for emergencies only. **PZD Miller** said that was correct. **Commissioner Burry** wanted to know if they were expecting to have all the traffic from this to dump on to CR 25A. **PZD Miller** responded that it would come out on CR 25A to US 27. **Commissioner Burry** wanted to know about the residents who would want to go north. **PZD Miller** indicated that he believed they would be able to pull out on CR 25A to go north. **Commissioner Burry** said he thought if they were moving south on CR 25A that there was no way to get north because they would have to go north on CR 25A.

Logan Opsahl of 215 North Yola Drive said he would briefly review the project and the specifics that they have. Briefly, Dominion is the proposed applicant/developer. He introduced Glenn Daniels of Dominion, who would give a brief overview of who they are and what they do.

Glenn Daniels of Dominion, 375 Northridge Road, Suite 500, Sandy Springs, Georgia, said he was there representing Dominion. Dominion is one of the largest owners, operators, and developers of attainable housing in the nation. They have been in the business for fifty years and, in Florida alone, they have been working, owning, and operating over thirty-three apartment communities for over a decade. He wanted to introduce their company since this was the first time they would be working with the City of Leesburg. They want to be partners working through the PUD that is proposed. In Florida alone, they have over seventy-five hundred apartment homes housing over fourteen hundred residents. He stressed that they want to partner with the City of Leesburg. They understand the city wants to maintain compatibility and neighborhood compatibility, which they are here for. They are not a developer that builds, sells, and leaves. They come and stay. They own and operate their properties for at least fifteen years. He was looking forward to the partnership with the City of Leesburg.

Mr. Opsahl continued to say with project specifics this would include about eighteen acres. It was previously annexed in 2011. They referenced some of the previous entitlements which he would discuss. Referring to the slides, he said they were there for the PUD. He referred to some renderings to show what was being proposed. This would be a fully amenitized residential community. They are really Class A amenities. The benefit of having these types of uses is, quite frankly, we know that across the state, specifically central Florida, there is an affordability and housing crisis. So, having a company like Dominion come in and partner with the city to provide this type of development that is fully amenitized, they see as an asset across the central Florida region. He showed a conceptual rendering of the community, and they could also search to see that they are similarly situated because there are several built across the state. This is a competitive market because folks have limitations regarding income and rent. These folks are school teachers, firefighters, and police officers who will move into these communities and stay. There will be four bedrooms, three bedrooms, and two bedrooms. Just to provide an idea of the rent; four bedrooms would be \$1,834, three bedrooms would be \$1,644, and two bedrooms would be \$1,423.

With the history of the property, it was previously approved as a commercial and office park component as well as a three hundred and five assisted living residence. Those were the two uses of the property that are expired PUD ordinances. The City of Leesburg zoning map shows that it was annexed back in 2011 under the PUD with a split future land use for general commercial. So, comparing the two, that would equate to the highway-commercial underlying zoning uses. There are some institutional, like government facilities, a school and church, there are some utilities, but they also have what was previously approved as an adult daycare facility. There is group living/multifamily allowable use, hotel/motel, and vehicle sales. Those are the types of uses underlying the future land use and then the commercial front. He showed language that was from the city code and for this SPUD there is an infill area that requires an innovative site plan and a flexible approach to the buildout. Referring to the slide, he showed what the property looks like today. There are some structures out there that are pretty dilapidated in their condition. There are some storage and dumping ground areas, which is not ideal. He then showed the conceptual plan which was taken from the planned development ordinance itself, and it was included as part of the packet.

What he wanted to present as part of their request was a change to the parking. The city code requires two parking spaces per unit and several jurisdictions throughout have different parameters as it relates to these types of developments, and they have provided in the application package a study which was done by Kimley-Horn. That study demonstrates that these types of developments simply require less parking. They do not want to see an overparked, unnecessary imperious area on this property. They asked their engineers to put together a site plan that was beyond the conceptual that they needed to do to meet sufficiency in an application package. They asked them to build a community that met the parking requirements, and he showed a rendering of what they were able to do. They had their community meeting and some of the feedback that they received was that this was a wooded area. They also heard about the berm and the existing vegetation. They are trying to install this community in such a way that it will be tucked back and not really visible from US 27. Utilizing the study that was provided by their engineer as well as real-world buildouts, they have these communities elsewhere, so they have seen the parking and they have the data. They know the practicality of who is parking there and how much is required. Their request as part of this PUD approval is for 1.6 parking spaces per unit as opposed to the code requirement of two. Two parking spaces were included in the staff reports, but they were proposing a 1.6 so that they could accommodate the specific requests that were received from their community meeting. He showed a rendering of what meets the code requirement of two parking spaces and said that there would be five hundred and fifty-five parking spaces. Again, it would meet all the performance standards in the PUD ordinance, but the changes they would see are to the east and south where the existing residential developments are and that would be about thirty-nine feet and thirty feet as shown. What they are proposing meets their studies, and they have seen in other communities, is four hundred and forty-two spaces. It does meet 1.6 spaces per unit and what it does is pretty striking because it allows them to increase the setbacks to one hundred and forty plus on the east side, one hundred and twenty-nine plus on the south side, and one hundred and forty-one plus on the north side. It allows them to have less imperious areas. They do not want to unnecessarily over park this development because it would look like some of the shopping malls that they see around town. It would allow for more green space, buffering and setbacks from the existing developments, which ultimately provides for additional compatibility. He brought the traffic engineer along with other representatives from the project team to answer any questions.

In closing, it is powerful to note a few things and one is the limitations as it relates to income levels, the folks who would move into these communities because they are highly competitive. In order to apply to live in a Dominion community, they have to go through a background check, and they have to be a citizen. They do a full review of income levels because they want to know who is moving in. For two people, it is \$56,400, for three people, it is \$56,940, for four people, it is \$63,240. He just pulled that

from their website, but there may be some additional detail that goes into this. However, a Leesburg police officer's base salary starts at \$62,000, the firefighters are \$53,000, and Lake County schools start at \$49,500. These are the folks who would live and work here, so they will be catering to a highly competitive market. That is important because they need to think about those real-world practicalities. **Mayor Reisman** asked if there were any questions for the developers.

Commissioner Burry said he would like a list of the developments in Florida that Dominion owns before second reading. **Commissioner Pederson** asked from a city staff standpoint which parking plan they would support. **PZD Miller** answered that the data shows they could work it with 1.6. The issue staff has is looking at the two site plans, that one is clearly superior to the other one in terms of buffering and the use of the land. The emergency access and access points pretty much stay the same, but in terms of buffers for the neighbors, that is a big deal to staff, and they have worked very hard with staff to come up with something good. City staff are willing to bend on the parking in order to create something like this. It is a tough call, and he respects whatever the commission decides on. **Commissioner Pederson** said earlier he heard a comment that the ingress egress was off CR 25A and to him, it looks like it is off US 27. **Mr. Opsahl** commented that was what the planning and zoning director referred to as emergency access. They have met with FDOT, and they are proposing full access to both to allow for better sight circulation. **Commissioner Pederson** inquired if they would have a median cut there. **Mr. Opsahl** replied that there was a median cut there already. However, all of that would have to go through FDOT. **Mayor Reisman** asked if there were any further comments by the commission. There were none. He opened public comments.

Bill Polk of 600 Cascade Avenue wanted to know where exactly this was located. Is CR 25A south of the shopping center? **Mayor Reisman** said it was out there by the Lake Dunham Estates. **Mr. Polk** stated there would be between four hundred and fifty to four hundred and eighty cars trying to get in and out of there and that is just crazy. How are they going to get on the highway? They cannot get out CR 25A unless they go south to where the trailer park is down there. There is a median cut there, but it is not wide or long enough for a car. Are they going to put a stoplight there even though there is another one not far from there at the Southside Shopping Center? There is no way to get four hundred and eighty cars out of there a day because it is backed up all the way south of CR 48. They are talking about the old Lucan's property right off of CR 25A, right? **Commissioner Burry** agreed. **Commissioner Pederson** said he believed the entrance matched up to English Road. **Commissioner Burry** pointed to the slide that showed where the entrance would be. **Mr. Polk** continued to say that was the south end of CR 25A. So they would go south on CR 25A to come out. **Mr. Opsahl** pointed out that they have to work with FDOT on the signalization warrant study and all that. They have done a driveway permit study, and they met with FDOT on that, so they will be looking at those things.

Trey Holiday of 905 North Shore Drive, wanted to confirm if the two, three, four bedrooms had a maximum square footage of a thousand square feet. **PZD Miller** stated that was the minimum square footage. **Mr. Holiday** asked if this was government-subsidized housing? **Mr. Opsahl** answered that it was not subsidized housing. **Mr. Holiday** said that, basically, they are putting in government housing. **Mayor Reisman** asked if there were any other public comments. There were none. He closed public comments.

**Mr. Opsahl** said he appreciated the comments and feedback, but this will not be government housing. There are certain tax incentives that give Dominion the fifteen-year outlook that they have and that they build successful communities in. They want to see a successful community because they are going to own it and operate it, and that is what they have seen. That is why we have such demand for these types of communities, and he outlined the types of folks that they would see living here. **Mayor Reisman** asked if there were any final comments from the commission.

**Commissioner Pederson** said he likes the project, but he was concerned about the ingress/egress and the traffic. So, anything they can do to mitigate that would be good. Also, he was on a committee with the Chamber years ago. It was an education committee, and they met with all the principals at the schools, and they talked about their frustration about there not being any housing for the teachers. They would tell him that they would hire a teacher that lived in Clermont, Eustis, and Mount Dora, and as soon as a position came open in those areas, the teachers were gone. They were advocating for this type of housing. So the project is great, but he was concerned about the traffic and the ingress/egress. He knows the city does not have authority on a light, but those were his only concerns. **Mr. Opsahl** said that with this being the first reading, they will have a traffic study and there are traffic engineers that they are working with. They have met with FDOT, and they will continue to provide that information to the city, particularly at second reading. **Commissioner Connell** said he had a couple of things he would like the commission to think about. We are talking about ten three-story apartment buildings and at the last meeting the commission approved three and four-story apartment buildings. How many more apartment buildings do we need? Do we need ten three-story apartment buildings at this location? For him that is way too much. Based on the number of units and the acreage, it comes out to about fifteen units per acre, which is a pretty high density. The ingress and egress to get out of this location is awful. They are going to have apartments, and some of them will be three bedrooms and some will be four bedrooms, so are we really going to let them get away with 1.6 spaces? How many people realistically rent a three-bedroom or a four-bedroom apartment with less than two vehicles? A lot of them will have three vehicles for a four-bedroom apartment. Even remotely considering letting reduce the parking from 2 to 1.6 is craziness. This is an expired PUD. It was approved for assisted living. It was never approved for apartments. In his opinion, they have no type of vesting to come back and get ten three-story apartments with additional traffic. These are some things he hoped the commission will consider when this comes back for a second reading. These are issues, and to say the buildings will not be visible from US 27? How are they going to hide ten three-story buildings? **Mayor Reisman** asked if there were any further comments. There were none. He stated this item would lay over until January 12th.

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 18.71 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for 276 multifamily units for a property generally located west of U.S. Highway 27 and north of Palm Drive, lying in Section 2, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Dominium Apartments PUD)**

C. **NON-ROUTINE ITEMS:**

1. **None**

7. **INFORMATIONAL REPORTS:**

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

- A. **Financial Reports as of September 2025**

Mayor Reisman asked if anyone had questions relating to the financial reports. **Commissioner Pederson** said he always goes through these reports, but one thing jumped out at him. He saw that the collection amounts said it was for security. Do we need to have these people pay up front or do we need to have a bigger security deposit, because he was surprised that the city had to hire attorneys to collect on these? **CM Minner** answered that he would dig into this and get back with him.

**8. CITY ATTORNEY ITEMS:**

CA Watson had no reports to address.

**9. CITY MANAGER ITEMS:**

CM Minner had no item to comment on.

**10. ROLL CALL:**

**Commissioner Connell** had no further comment.

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

**Commissioner Pederson** congratulated Mayor Reisman on receiving the Greg Padgett award at the Leesburg Chamber. Greg was a personal friend of his. He was a great community advocate, so to receive that award is quite an honor.

**Commissioner Berry** stated Commissioner Pederson stole her thunder. She then congratulated Sandi Moore and Chevon along with all the new members of the chamber. She had a great night on Thursday, and hoped more businesses would continue to join.

**Mayor Reisman** wanted to point out multiple grand openings this week. They have Wawa, and another one that is behind the Town Place suites along with the Wastewater Treatment Plant grand opening. Discover Leesburg is on the 12th. If anyone wants to come out to the Lone Oak Cemetery, they will have their Wreaths across America on the 13th, and he will be the MC for that event. In closing, he hoped to see everyone at the Chamber Sunrise Breakfast sponsored by the City of Leesburg on December 18th at 7 a.m. **CC Purvis** informed the commission that their next meeting is Monday the 15th due to the holidays.

**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 Pederson and a second by Commissioner Burry, the meeting adjourned at 6:59 p.m.

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** December 15, 2025

**From:** Travis Rima, (Recreation Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Services Agreement with Professional Concessions, Inc. for alcoholic beverage services at Bikefest; and providing an effective date.

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### Staff Recommendation:

Staff recommends award of Request for Proposal (RFP 26-003-HG) to Professional Concessions, Inc., and approval of the Resolution authorizing the Services Agreement.

### Analysis:

The Leesburg Bikefest is an annual three-day motorcycle and music festival held in the heart of downtown Leesburg, Florida, taking place the last full weekend of April each year. Known as one of the largest motorcycle events in the region, Bikefest is known for bringing high-energy entertainment, roaring engines, and tens of thousands of visitors from across the country.

### Procurement Analysis:

On October 21, 2025, the Procurement Division issued (RFP) 2502503 for Alcoholic Beverage Services at Bikefest. On December 1, 2025, the Evaluation Committee met to independently review and score all submitted proposals in accordance with the RFP criteria. Based on the final rankings, the committee recommends awarding a contract to the top-ranked firm. The ranking is as follows:

| Rank | Firm Name  | Score |
|------|--|-------|
| 1    | Professional Concessions, Inc.                                   | 90.67 |
| 2    | Elite Bartending School & Event Staffing                         | 82.67 |
| 3    | Lake Catherine Farms, LLC dba Lake Catherine Catering and Events | 58.67 |
| 4    | ZZJ Pickups & Loads  | 44.67 |

### Options:

1. Approve award of RFP 26-003-HG and approval of the resolution authorizing execution of the agreement with Professional Concessions, Inc.; or

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

**Fiscal Impact:**

This agreement will allow Professional Concessions, Inc. (PCI) to provide alcohol beverage services at Bikefest. PCI will receive a \$10,000 fee. In addition, PCI will receive 50% of all alcohol beverage sales and 25% of non-alcoholic beverages less taxes. Based on the terms of the agreement, the City will receive a check for the remaining Alcohol and non-beverage Sales. Based on last year's sales, under this agreement the City would have received approximately \$83,000.00.

Account No.                      001-0000-347-2501

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

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SERVICES AGREEMENT WITH PROFESSIONAL CONCESSIONS, INC. FOR ALCOHOLIC BEVERAGE SERVICES AT BIKEFEST; 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 Professional Concessions, Inc., whose address is 9067 Southern Boulevard, West Palm Beach, FL 33411 for alcoholic beverage services at Bikefest (RFP 26-003-HG).

**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 15th day of December 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

CONTRACT  
Contract No. 26003  
ALCHOLIC BEVERAGE SERVICES FOR BIKEFEST

**THIS AGREEMENT** is made as of the 15<sup>th</sup> day of December in the year 2025, between **The City of Leesburg**, 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 **Professional Concessions, Inc.** whose address is 9067 Southern Blvd, West Palm Beach, FL 33411 (hereinafter referred to as the “VENDOR”).

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Request for Proposal (RFP) 26-003-HG, Alcoholic Beverage Services; and
- c. VENDOR response to RFP 26-003-HG included as Attachment ‘A’; and
- d. All addendums; and

2. **Scope of Services.** The VENDOR shall furnish the services generally described in Attachment ‘A’. Nothing herein shall limit the CITY’s right to obtain these services from other VENDORS for the same or similar work.

3. **Terms of Agreement.** The initial Term of the Agreement will be for three (3), one (1) year term, beginning on the above contract date.

- a. **Option to Renew.** The CITY may renew the Agreement for an additional three (3), one (1) year term, if mutually agreed upon by the VENDOR and the CITY. Contract not to exceed six (6) years.

4. **Labor and Material.** The VENDOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the Initial Term of the Agreement. For any Renewal Terms, the VENDOR may request a price adjustment as provided for in the Cost Adjustments section.

6. **Compensation.** The VENDOR shall provide a percentage of the gross revenues to the City of Leesburg Recreation Department as payment, in accordance with Attachment ‘A’. Additionally, the Vendor is required to submit documentation to the City of Leesburg Recreation Department within ten (10) calendar days following Bikefest, detailing their total gross sales and the amount being forwarded to the City as compensation. Both the documentation and compensation must be submitted to the City of Leesburg Recreation Department by the fifteenth (15th) of the month following the event.

7. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the VENDOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the VENDOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the VENDOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The VENDOR shall not incur any additional expenses after receiving the written termination notice.

8. **Termination for Default.** If, through any cause, the VENDOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the VENDOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the VENDOR's response. Should the VENDOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the VENDOR for failure of the VENDOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the VENDOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the VENDOR shall, at the option of the CITY, become CITY property, and the VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the VENDOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the VENDOR, the CITY may procure the services from other sources and hold the VENDOR responsible for any excess cost occasioned thereby, limited to 100% of the purchased value.

In addition, in the event of default by the VENDOR under this Agreement, the CITY may immediately cease doing business with the VENDOR, immediately terminate for cause all existing Agreements the CITY has with the VENDOR, and debar the VENDOR from doing future business with the CITY.

Upon the VENDOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the VENDOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the VENDOR has with the CITY, and debar the VENDOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the VENDOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the VENDOR in performing this contract, whether completed or in process.

9. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

10. **Insurance Requirements.**

- a. Scope of Insurance - The VENDOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
  - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
  - ii. The VENDOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
  - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
  - iv. The required insurance shall not limit the liability of the VENDOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the VENDOR's interests or liabilities, but are merely required minimums.
  - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the VENDOR shall make available certified copies of the various policies for inspection.
  - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
  - vii. The VENDOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

- viii. Insurance required of the VENDOR, or any other insurance of the VENDOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Indemnification – The Proposer shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, attorneys’ losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contract and other persons employed or utilized by the Proposer in the performance of the contract.
- c. Certificate of Insurance - The VENDOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins. Except for workers’ compensation and professional liability, the VENDOR’s insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- i. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
  - ii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
  - iii. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
  - iv. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  - v. The VENDOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the VENDOR's liability coverage(s).
- d. Comprehensive General Liability - The VENDOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
- e. Business Automobile Liability - The VENDOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the

latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

- f. Workers' Compensation - The VENDOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- g. Liquor Liability – with limits of not less than \$1,000,000 each occurrence and \$1,000,000 policy aggregate.
- h. Liability – The Proposer shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

11. All limits are per occurrence and must include Bodily Injury and Property Damage. An insurance carrier must issue all policies with a financial stability that is acceptable to the City's Risk Manager.

12. All policies are to be considered primary to City coverage and shall not contain co-insurance provisions.

13. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintains a Rating of "A" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

14. **Indemnification.** The VENDOR agrees to make payment of all proper charges for labor required in the aforementioned work and VENDOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of VENDOR under this Agreement; or the negligence of the VENDOR in the performance of its duties under this Agreement, or any act or omission on the part of the VENDOR, his agents, employees, or servants. VENDOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of VENDOR'S duties under this Agreement, or through the negligence of the VENDOR in the performance of its duties under this Agreement, or through any act or omission on the part of the VENDOR, his agents, employees, or servants.

If, however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The VENDOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the VENDOR and persons employed or utilized by the VENDOR in the performance of this Agreement. The liability of the VENDOR shall, however, be limited to 100% of the purchased value, and the obligation of the VENDOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the VENDOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the VENDOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the VENDOR, or any vendors, suppliers, contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

15. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

16. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **Codes, Laws, and Regulations.** VENDOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

18. **Permits, Licenses, and Fees.** VENDOR will obtain and pay for all permits and licenses required by law that are associated with the VENDOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

19. **Public Records Retention.** VENDOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by VENDOR herein. VENDOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. VENDOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the VENDOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to the CITY by VENDOR in a format that is compatible with the information technology systems of the CITY.

**IF THE VENDOR/SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR/SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.**

20. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding VENDOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during VENDOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

21. **Contingent Fees Prohibited.** The VENDOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

22. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the VENDOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the VENDOR, to include return of any non-compliant goods to the VENDOR at the VENDOR's expense, requiring the VENDOR to either provide a direct replacement for the item, or a full credit for the returned item. The VENDOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open

market, and any increase in cost may be charged against the awarded VENDOR. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the VENDOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

23. **Independent Contractor.** The VENDOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the VENDOR. VENDOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The VENDOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

24. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

25. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the VENDOR and the CITY.

26. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to VENDOR: Professional Concessions, Inc.  
Sarah Carney  
9067 Southern Blvd  
West Palm Beach, FL  
561-793-1971  
[sara@professionalconcessions.com](mailto:sara@professionalconcessions.com)

If to City of Leesburg: City of Leesburg  
Hosea Goodwyn, Procurement Manager  
501 West Meadow Street  
Leesburg, Florida 34748  
352-728-9880  
[Hosea.Goodwyn@leesburgflorida.gov](mailto:Hosea.Goodwyn@leesburgflorida.gov)

27. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

28. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

29. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of VENDOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of VENDOR pursuant to this Agreement, CITY may require VENDOR assign a different person or persons be designated to be the contact person or to perform the VENDOR services hereunder.

30. **Disclosure of Conflict.** The VENDOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the VENDOR and his duties under this Agreement.

31. **Warranty.** The VENDOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the VENDOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The VENDOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the VENDOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

32. **Risk of Loss.** The VENDOR assumes the risk of loss of damage to the CITY's property during possession of such property by the VENDOR, and until delivery to, and acceptance of, that property to the CITY. The VENDOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the VENDOR or a third party.

The VENDOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The VENDOR shall pay all claims and losses of any nature whatsoever in connection therewith, and

shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

33. **Employment Eligibility.** The VENDOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

34. **Illegal Alien Labor -** VENDOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. VENDOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the VENDOR that the subcontractor complies with the terms stated within. The VENDOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. VENDOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the VENDOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

35. **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.

36. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*

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

**PROFESSIONAL CONCESSIONS, INC.**

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

Printed: Sarah Carney

Its: Manager  
(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Alan Reisman, Mayor

ATTEST:

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

Approved as to form:

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

# Exhibit 'A'



## Proposed Compensation

### Reporting and POS

- PCI currently utilizes SquareUp as our main POS provider, we own ample units needed to furnish each activation with the appropriate equipment
- POS systems track sales data accurately and to the minute, live sales numbers can be viewed anytime to check on the status of the event's bar sales. All sales data is recorded and recapped for a swift and transparent settlement upon close of the event.
- Each bartender is furnished with a POS system that can accept both cash, card, and cashless payment methods, this increases the bartender's capacity to serve customers at a high volume which translates directly to higher sales numbers
- Each item is rung in with a dedicated SKU which provides valuable data for the use of furthering profitable relationships with current and future brand partners

### Profit Share Compensation Proposal

#### Executive Summary

*12/4/2025* PCI proposes a blended profit share model averaging **approximately 60% return to the City**, ~~inclusive of a 70% share of subcontractor rents.~~ This structure is designed to maximize City revenue while allowing PCI to deliver exceptional, efficient, and compliant food and beverage operations throughout the multi-day Bikefest event, and over the duration of the three year contract.

#### Overview

PCI's proposed compensation model balances high returns to the City with the ability to maintain quality, safety, and flexibility during large-scale, high-volume events. All profit share percentages are calculated after deduction of sales tax and credit card processing fees to ensure transparent and accurate reporting.

*12/4/2025* ~~To further enhance City revenue, PCI will remit 70% of all subcontractor rental revenue directly to the City.~~ In order to offset up-front costs associated with logistics, setup, and staffing, PCI proposes that the first \$10,000 of gross sales will be exempt from rent or profit share deductions. This modest exemption allows PCI to invest in strong presentation, infrastructure, and staff support from day one, ensuring a professional, guest-focused operation.



**Proposed Profit Share Structure (After Sales Tax and Credit Card Fees)**

| Category  | City Share of Gross Sales        | Notes  |
|---|----------------------------------|--|
| <b>Alcoholic Beverages</b>                            | 50%                              | Beer, wine, spirits, and specialty cocktails; reflects licensing, compliance, and higher staffing costs.                     |
| <i>12/4/2025</i> <del>Food Sales (PCI-Operated)</del> | <del>25%</del>                   | <del>Prepared and concession-style food produced and sold directly by PCI.</del>   |
| <b>Non-Alcoholic Beverages</b>                        | 25%                              | Bottled water, soda, coffee, and other non-alcoholic products.   |
| <i>12/4/2025</i> <del>Subcontractor Rent</del>        | <del>70% of Rent Collected</del> | <del>PCI recruits and manages vetted subcontractors to provide diverse cuisine; 70% of rent proceeds returned to City.</del> |
| <b>Exemption</b>                                      | —                                | First \$10,000 in total event sales exempt to help cover startup and operational expenses.                                   |

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** December 15, 2025

**From:** Brad Chase, (Electric Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Ryan Jacob McCabe 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 Ryan Jacob McCabe, on the property described therein.

### **Analysis:**

Ryan Jacob McCabe 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 RYAN JACOB MCCABE 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 Ryan Jacob McCabe, 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 15th day of December 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

## UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT (“Easement”) on this 17<sup>th</sup> day of November 2025, is hereby granted by **RYAN JACOB MCCABE**, whose mailing address is 907 Lake Shore Drive, Leesburg, FL 34748 (“GRANTOR,”) to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns (“GRANTEE”);

### WITNESSETH:

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

**SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT “A”**

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

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

grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to GRANTEE herein. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that GRANTOR is lawfully seized and in possession of the real property underlying the Easement Area, 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:

[Signature]

Signature  
GEORGE McCABE

Printed Name  
926 Hawk Landing, Frostland Park, FL

Address  
34731

[Signature]

\_\_\_\_\_  
Ryan Jacob McCabe

[Signature]

Signature  
Sharon L McCabe

Printed Name  
926 Hawk Landing, Frostland Park, FL

Address  
34731

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 19 day of November, 2025, by Ryan Jacob McCabe who is  personally known to me or  who produced the following identification: \_\_\_\_\_



[Signature]

Notary Public Signature  
Layna Sasser  
Notary Public Name

My Commission Number:  
My Expiration Date:

(seal)  by means of physical presence

DESCRIPTION

Exhibit "A"

**DESCRIPTION (BY THIS SURVEYOR):**


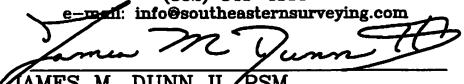
A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5398, PAGE 708, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHEAST CORNER OF LOT 1, PALMORA PARK ANNEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 30, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°26'06" WEST, A DISTANCE OF 7.50 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF PARK AVENUE ALSO KNOWN AS LAKESHORE AVENUE (60-FOOT RIGHT OF WAY), ACCORDING TO SAID PLAT, TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5398, PAGE 708, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 80.91 FEET AND A CENTRAL ANGLE OF 17°35'00"; THENCE FROM A TANGENT BEARING OF SOUTH 00°33'54" WEST, SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST LINE A DISTANCE OF 24.83 FEET; THENCE SOUTH 63°41'18" WEST, A DISTANCE OF 13.83 FEET ALONG THE NORTHERLY LINE OF SAID LANDS TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: SOUTH 19°59'54" WEST, A DISTANCE OF 5.11 FEET; THENCE SOUTH 64°40'34" WEST, A DISTANCE OF 162.57 FEET; THENCE SOUTH 00°29'37" WEST, A DISTANCE OF 159.17 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 21°29'43" WEST, A DISTANCE OF 26.09 FEET; THENCE NORTH 04°37'58" WEST, A DISTANCE OF 2.57 FEET; THENCE DEPARTING SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 00°29'37" EAST, A DISTANCE OF 138.68 FEET; THENCE NORTH 64°40'34" EAST, A DISTANCE OF 129.69 FEET TO THE AFORESAID NORTHERLY LINE OF SAID LANDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 83°04'30" EAST, A DISTANCE OF 21.52 FEET; THENCE NORTH 63°41'18" EAST, A DISTANCE OF 22.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,969 SQUARE FEET, MORE OR LESS.

**SURVEYOR'S REPORT:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF PARK AVENUE ALSO KNOWN AS LAKESHORE AVENUE (60-FOOT RIGHT OF WAY), PALMORA PARK ANNEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 30, BEING SOUTH 89°26'06" EAST. BEARINGS AND DISTANCES SHOWN HEREON ARE ASSUMED UNLESS OTHERWISE NOTED.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

|  |  |                    |  |
|--|--|--------------------|--|
| <b>SKETCH OF DESCRIPTION</b><br><br>FOR<br><br><b>CITY OF LEESBURG</b> | DATE: SEPTEMBER 18, 2025 BB  |                    | CERTIFICATION NUMBER LB2108 72746001   |
|  | JOB NUMBER:<br>72746   | SCALE:<br>1" = 50' |  <b>SSMC</b> <sup>TM</sup><br><b>SUE • SURVEY • GIS</b><br>SOUTHEASTERN SURVEYING<br>AND MAPPING CORPORATION<br>119 West Main Street<br>Tavares, Florida 32778-3809<br>(352) 343-4880<br>e-mail: info@southeasternsurveying.com |
|  | CHAPTER 5J-17, FLORIDA<br>ADMINISTRATIVE CODE REQUIRES<br>THAT A LEGAL DESCRIPTION<br>DRAWING BEAR THE NOTATION THAT<br><b>THIS IS NOT A SURVEY.</b> |                    |  |
| SHEET 1 OF 2<br>SEE SHEET 2 FOR SKETCH                                 |  |                    | <br><b>JAMES M. DUNN II, PSM</b><br>Registered Land Surveyor Number 4235  |

SKETCH OF DESCRIPTION

Exhibit "A"

LAKESHORE AVENUE (F)  
 PARK AVENUE (P)  
 60' RIGHT OF WAY  
 PLAT BOOK 11, PAGE 30

POC  
 NORTHEAST CORNER OF  
 LOT 1,  
 PALMORA PARK ANNEX  
 PLAT BOOK 11, PAGE 30

LOT 1  
 PALMORA PARK ANNEX  
 PLAT BOOK 11, PAGE 30

TB=S00°33'54"W  
 WEST LINE OF LANDS DESCRIBED  
 IN ORB 5398, PAGE 708

S89°26'06"E (BEARING BASIS)  
 SOUTH RIGHT OF WAY LINE

30'X30' INGRESS/EGRESS  
 EASEMENT PER ORB 5398, PAGE 708

NORTHERLY LINE OF LANDS  
 DESCRIBED IN ORB 5398, PAGE 708

POB

PARCEL ID: 35-19-24-0600-000-00101  
 BRIAN R SAPP  
 ORB 3948, PG 1374

WESTERLY LINE OF LANDS DESCRIBED  
 IN ORB 5398, PAGE 708

A PORTION OF  
 PARCEL ID: 35-19-24-0600-000-00100  
 RYAN JACAB MACCABE  
 ORB 5398, PG 708

LOT 1  
 PALMORA PARK  
 PLAT BOOK 10, PAGE 17

REMAINDER OF  
 PARCEL ID: 35-19-24-0600-000-00100  
 RYAN JACAB MACCABE  
 ORB 5398, PG 708

LOT 1  
 PALMORA PARK ANNEX  
 PLAT BOOK 11, PAGE 30

| CURVE TABLE |        |           |        |               |                |
|-------------|--------|-----------|--------|---------------|----------------|
| CURVE #     | RADIUS | DELTA     | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1          | 80.91' | 17°35'00" | 24.83' | S9°21'24"W    | 24.73'         |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | BEARING     | LENGTH  |
| L1         | N89°26'06"W | 7.50'   |
| L2         | S63°41'18"W | 13.83'  |
| L3         | S19°59'54"W | 5.11'   |
| L4         | S64°40'34"W | 162.57' |
| L5         | S00°29'37"W | 159.17' |
| L6         | N21°29'43"W | 26.09'  |
| L7         | N04°37'58"W | 2.57'   |
| L8         | N00°29'37"E | 138.68' |
| L9         | N64°40'34"E | 129.69' |
| L10        | N83°04'30"E | 21.52'  |
| L11        | N63°41'18"E | 22.37'  |

ABBREVIATION LEGEND:

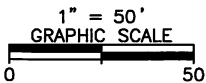
- ORB = OFFICIAL RECORDS BOOK
- ID = IDENTIFICATION
- (P) = PLAT DATA
- (F) = FIELD DATA
- TB = TANGENT BEARING
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION



**SSMC**<sup>TM</sup>  
 SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING  
 AND MAPPING CORPORATION  
 119 WEST MAIN STREET  
 TAVARES, FLORIDA 32778-3809  
 (352) 343-4880

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



DRAWING NO. 72746001  
 JOB NO. 72746  
 DATE: SEPTEMBER 18, 2025  
 SHEET 2 OF 2  
 SEE SHEET 1 FOR DESCRIPTION

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

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** December 15, 2025

**From:** Andi Purvis, (City Clerk)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Gulfstream Towers Holding Company V, 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 Gulfstream Towers Holding Company V, LLC, on the property described therein.

### **Analysis:**

Gulfstream Towers Holding Company V, 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 GULFSTREAM TOWERS HOLDING COMPANY V, 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 Gulfstream Towers Holding Company V, 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 15th day of December 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

**UTILITY EASEMENT**

THIS PERMANENT UTILITY EASEMENT (“Easement”) on this 23rd day of October 2025, is hereby granted by **GULFSTREAM TOWERS HOLDING COMPANY V, LLC**, a Florida limited liability company, whose mailing address is 127 W Fairbanks Ave., Ste 469, Winter Park, FL 32789 (“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 (d) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

**GRANTOR** shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE’S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any

maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, 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:**

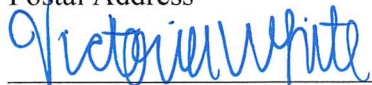
**GRANTOR:**

**GULFSTREAM TOWERS HOLDING COMPANY V, LLC**, a Florida limited liability company



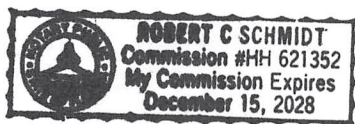
By:   
Michael Burkhead, Authorized Member

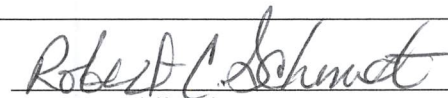
Signature  
Mark Pafford  
Printed Name  
1324 Casa Park Circle, Winter Springs, FL 32708  
Postal Address

  
Signature  
Victoria White  
Printed Name  
1012 Knoll Wood Court, Winter Springs, FL 32708  
Postal Address

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23<sup>rd</sup> day of October, 2025, by Michael Burkhead, as Authorized Member of GULFSTREAM TOWERS HOLDING COMPANY V LLC, a Florida limited liability company, on behalf of the company, who is  personally known to me or  who produced the following identification: \_\_\_\_\_.



  
Notary Public Signature  
[SEAL]

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

18815 ANNELIS DRIVE, LUTZ, FL 33548

PHONE (813) 909-2420

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

**THIS SKETCH IS NOT A SURVEY**

SHEET 1 OF 3

Exhibit "A"

**SKETCH AND DESCRIPTION  
CITY OF LEESBURG UTILITY EASEMENT**

**SECTION 2 - TOWNSHIP 20 SOUTH - RANGE 24 EAST  
LAKE COUNTY, FLORIDA**

**SEE SHEET 2 OF 3 FOR EASEMENT DESCRIPTION  
SEE SHEET 3 OF 3 FOR EASEMENT SKETCH**

**LINE TABLE**

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N25°26'49"W | 80.00'   |
| L2   | N64°33'11"E | 40.00'   |
| L3   | S25°26'49"E | 80.00'   |
| L4   | N64°33'11"E | 20.00'   |
| L5   | N25°26'49"W | 9.60'    |
| L6   | S89°41'30"E | 197.30'  |
| L7   | N25°26'49"W | 22.21'   |
| L8   | N89°41'30"W | 197.30'  |
| L9   | N25°26'49"W | 48.20'   |
| L10  | S64°33'11"W | 20.00'   |

**LEGEND**

P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
L.C.R. = Lake County Records  
O.R. = Official Record  
R/W = Right-of-Way

**BEARING NOTE**

THE BEARINGS SHOWN HEREON ARE ASSUMED AND ARE RELATIVE TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF S89°41'30"E.

**CERTIFICATE**

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

WILLIAM S. PAYNE  
PROFESSIONAL SURVEYOR AND MAPPER #LS 5685  
WSP CONSULTANTS, INC., #LB7188

REVISIONS

DATE

BY

DATE OF SKETCH  
09/20/2025

DRAWN BY  
WSP

CHECKED BY  
WSP

FILE NAME  
FL262-LEES-EASE

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

18815 ANNELIS DRIVE, LUTZ, FL 33548

PHONE (813) 909-2420

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

**THIS SKETCH IS NOT A SURVEY**

**SHEET 2 OF 3**

**SKETCH AND DESCRIPTION  
CITY OF LEESBURG UTILITY EASEMENT**

**SECTION 2 - TOWNSHIP 20 SOUTH - RANGE 24 EAST  
LAKE COUNTY, FLORIDA**

**DESCRIPTION OF CITY OF LEESBURG UTILITY EASEMENT**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 2;

THENCE ON AN ASSUMED BEARING OF S89°41'30"E ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 2, A DISTANCE OF 795.38 FEET;

THENCE N00°18'30"E A DISTANCE OF 153.28 FEET;

THENCE N25°26'49"W A DISTANCE OF 80.00 FEET;

THENCE N64°33'11"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE S25°26'49"E A DISTANCE OF 80.00 FEET;

THENCE N64°33'11"E A DISTANCE OF 20.00 FEET;

THENCE N25°26'49"W A DISTANCE OF 9.60 FEET;

THENCE S89°41'30"E A DISTANCE OF 197.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 (200 FOOT PUBLIC RIGHT-OF-WAY);

THENCE N25°26'49"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 22.21 FEET;

THENCE N89°41'30"W A DISTANCE OF 197.30 FEET;

THENCE N25°26'49"W A DISTANCE OF 48.20 FEET;

THENCE S64°33'11"W A DISTANCE OF 20.00 TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, CONTAINING 5,546.0 SQUARE FEET, MORE OR LESS.

**SEE SHEET 3 OF 3  
FOR EASEMENT SKETCH**

|                              |                 |                   |                              |
|------------------------------|-----------------|-------------------|------------------------------|
| DATE OF SKETCH<br>09/20/2025 | DRAWN BY<br>WSP | CHECKED BY<br>WSP | FILE NAME<br>FL262-LEES-EASE |
|------------------------------|-----------------|-------------------|------------------------------|

**WSP Consultants, Inc.**

**SURVEYORS & MAPPERS**

18815 ANNELIS DRIVE, LUTZ, FL 33548

PHONE (813) 909-2420

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

**THIS SKETCH IS NOT A SURVEY**

SHEET 3 OF 3

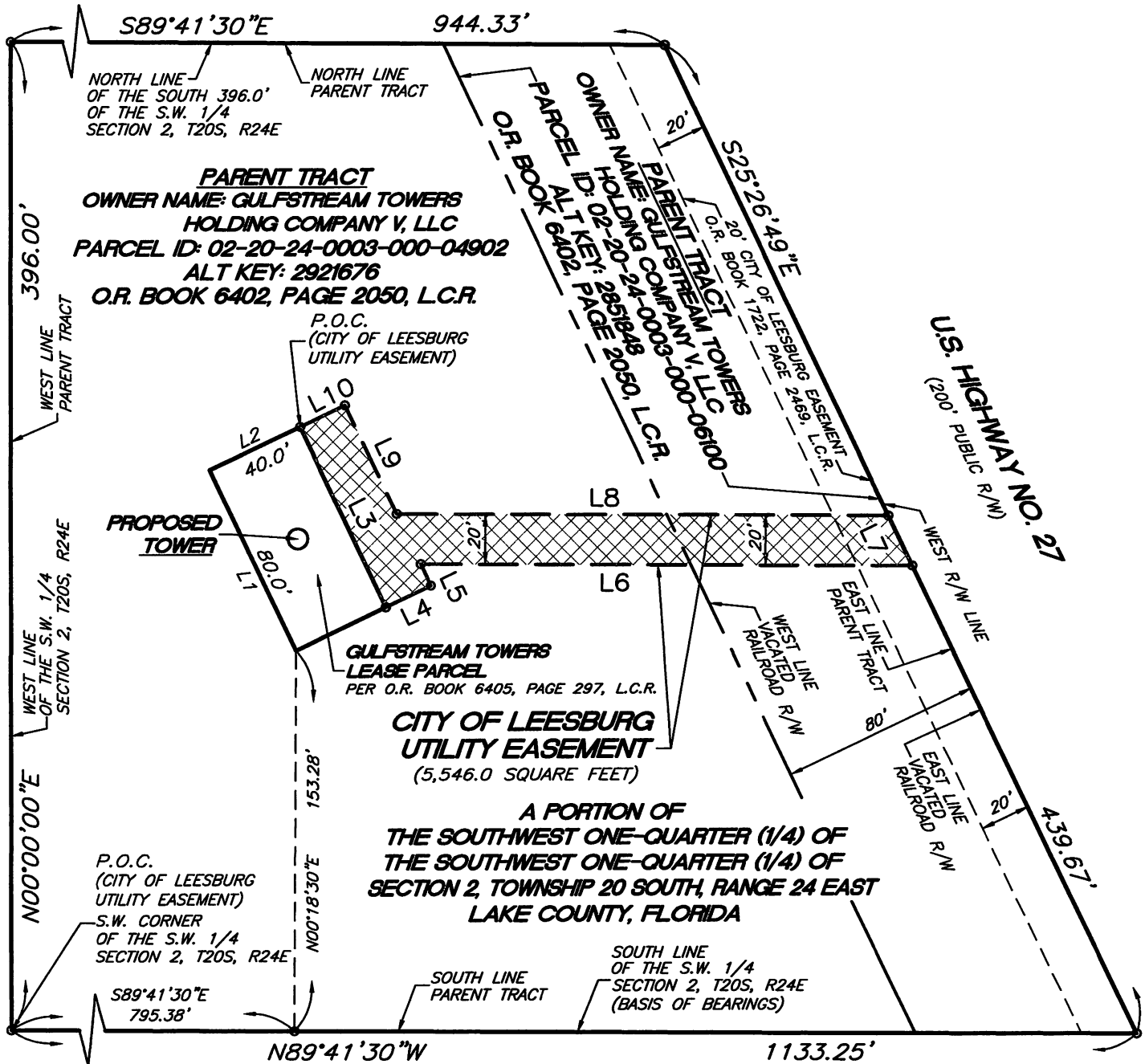


**SCALE: 1" = 60'**

**BEARINGS ARE ASSUMED**

**SKETCH AND DESCRIPTION  
CITY OF LEESBURG UTILITY EASEMENT**

**SECTION 2 - TOWNSHIP 20 SOUTH - RANGE 24 EAST  
LAKE COUNTY, FLORIDA**



**SEE SHEET 1 OF 3  
FOR EASEMENT LINE TABLE**

|                              |                 |                   |                              |
|------------------------------|-----------------|-------------------|------------------------------|
| DATE OF SKETCH<br>09/20/2025 | DRAWN BY<br>WSP | CHECKED BY<br>WSP | FILE NAME<br>FL262-LEES-EASE |
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# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** December 15, 2025

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

**Subject:** An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.80 +/- acres from City of Leesburg PUD (Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for commercial and light industrial uses for a property generally located north of Commander Road and east of U.S. Highway 27, lying in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg Flex)

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### Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to SPUD (Small Planned Unit Development) to allow for commercial and light industrial uses.

### Analysis:

The project site is approximately 7.80 +/- acres, and is generally located north of Commander Road and east of U.S. Highway 27 as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for the construction of a commercial/industrial flex space with commercial and light industrial uses. The existing land uses surrounding the property are vacant commercial, residential, commercial, medical, and offices. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on November 20, 2025, and recommended approval.

### Procurement Analysis:

N/A

### Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development) or;
2. Other such action as the Commission may deem appropriate.

### Fiscal Impact:

Future development of this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes. The project is expected to bring in approximately fifty (50)

jobs as well.

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

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 7.80 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND LIGHT INDUSTRIAL USES FOR A PROPERTY GENERALLY LOCATED NORTH OF COMMANDER ROAD AND EAST OF U.S. HIGHWAY 27, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG FLEX)**

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:**

**Section 1.**

Based upon the petition of Blount Birchmier Leesburg Flex LLC for Senior Living Consulting Group 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 City of Leesburg PUD (Planned Unit Development) to SPUD (Small Planned Unit Development), to-wit:

**(Legal Description)  
(See Exhibit A)**

**Section 2.**

This ordinance shall become effective upon its passage and adoption, according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

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

## Legal Description

That part of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 20 South, Range 24 East, Lake County, Florida, lying East of the Easterly line of right of way of U S Highway No. 27 bounded and described as follows: Begin at the Northeast corner of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 11, run thence North 89°45'46" West along the North line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 450.00 feet; thence South 00°14'03" West, 12.27 feet to a point on an existing jurisdictional wetland line; thence along said jurisdictional wetland line the following eleven (11) courses: South 82°52'53" West, 9.13 feet; South 56°25'22" West, 35.09 feet; South 47°49'11" West, 69.56 feet; South 30°35'51" West, 72.44 feet; South 05°13'13" West 69.96 feet; South 04°10'26" West, 72.23 feet; South 00°49'30" East, 71.06 feet; South 15°57'15" East, 56.37 feet; South 51°36'50" East, 42.26 feet; South 34°19'45" East, 74.85 feet; South 41°11'04" East, 40.56 feet; thence leaving said jurisdictional wetland line run South 10°45'27" East, 109.08 feet to a point on a line that is 25.00 feet North of when measured at right angles to the South line of the Southeast 1/4 of said Section 11; thence South 89°45'30" East along said line 450.00 feet to an intersection with the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 11; thence North 00°02'53" West along said line 634.62 feet to the Point of Beginning.

**LEESBURG FLEX  
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)  
November 20, 2025**

This Planned Unit Development Agreement for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Blount Birchmier Leesburg Flex LLC, c/o Rick Blount and Randy Birchmier, "Permittee", 549 North Wymore Road, Suite 206, Maitland, FL 32751**, on behalf of the Senior Living Consulting Group, Owner, 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 Small Planned Unit Development (SPUD) zoning district to allow future construction of proposed industrial flex uses consisting of approximately 7.80 +/- acres generally located east of US 27 and north of Commander Road, on a site within the City of Leesburg in accordance with their SPUD 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 **Blount Birchmier Leesburg Flex LLC, c/o Rick Blount and Randy Birchmier, "Permittee", 549 North Wymore Road, Suite 206, Maitland, FL 32751**, to construct, operate, and maintain a Small 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 7.80 +/- acres, shall be used for industrial/commercial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

#### A. Permitted Uses

1. Industrial flex space and multi-tenant small-bay flex uses.
2. Warehousing, distribution, logistics, and e-commerce fulfillment (e.g., indoor storage, inventory management, etc.).
3. Light manufacturing, fabrication, and assembly of non-hazardous products (e.g., welding, building materials, clothing, machine parts, tools, etc.).
4. Contractor and trade offices/shops with associated indoor storage (e.g., plumbing, heating, electrical, etc.).
5. Business-to-business wholesale trade and accessory retail/showroom uses (e.g., woodworking, cabinetry, furniture, upholstery, janitorial, vehicle parts repair, etc., without daily customer foot traffic).
6. Printing, packaging, labeling, 3D printing, and related production services.
7. Technology services (e.g., data processing, server rooms, IT equipment handling, electronics configuration, testing, etc.).
8. Artisan, maker, and vocational trade uses.
9. Food and beverage production in enclosed buildings.
10. Indoor storage, including mini-warehouse or self-storage integrated within buildings.
11. Wholesale trade
12. Indoor recreation

#### B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this SPUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

#### C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

### 4. DEVELOPMENT STANDARDS

- A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.
- B. Building Setbacks (as measured from the property lines).
  1. North: 25-feet
  2. South: 30-feet

3. East: 15-feet
4. West: 15-feet minimum, 25-feet average from the wetland jurisdictional boundary, or as permitted by the St. Johns River Water Management District.
5. Perimeter property boundary: See Section 9, Open Space, Landscaping & Buffer Requirements
6. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height

1. Maximum building height shall not exceed two (2) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, air conditioning units, etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of **65%**.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

H. Final lot sizes and setbacks may be adjusted by Staff during the site plan review process to meet the intent of this SPUD (Small Planned Unit Development).

I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

## 5. ACCESS AND CIRCULATION

A. Site Access

1. Access to the site shall be provided by an access point from the existing contiguous paved roads adjacent to the property. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation.

B. Internal Circulation

1. The development shall be constructed so that unencumbered access is available among and between the industrial buildings.

C. Pedestrian Access

1. Sidewalks shall be installed along Commander Road per the City of Leesburg codes and specifications.
2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping.

**6. PARKING**

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Industrial

1. Parking lot landscape islands shall be at a total ratio of two hundred (200) square feet per one hundred fifty (150) linear feet of parking or one (1) every fifteen (15) spaces. All parking areas shall terminate with a minimum of one hundred (150) square feet of landscaping area. Parking lot landscaping shall consist of one (1) ornamental tree and five (5) shrubs per two hundred (200) square feet of required landscaping.

**7. ARCHITECTURAL STANDARDS**

A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

C. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit D**, attached hereto.

- D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.

**8. SIGNAGE**

A. Ground signs

- 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

B. Alternative Designs.

- 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

- 1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs

- 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

**9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

A. Open space may consist of buffers, wetlands, and retention areas.

B. Required Perimeter Landscape Buffers:

- 1. North – 10'
- 2. South – 10'
- 3. East – 10'
- 4. West – 15' minimum, 25' average, or as permitted by the St. Johns River Water Management District.

C. Landscape buffers are to consist of natural existing landscaping where possible.

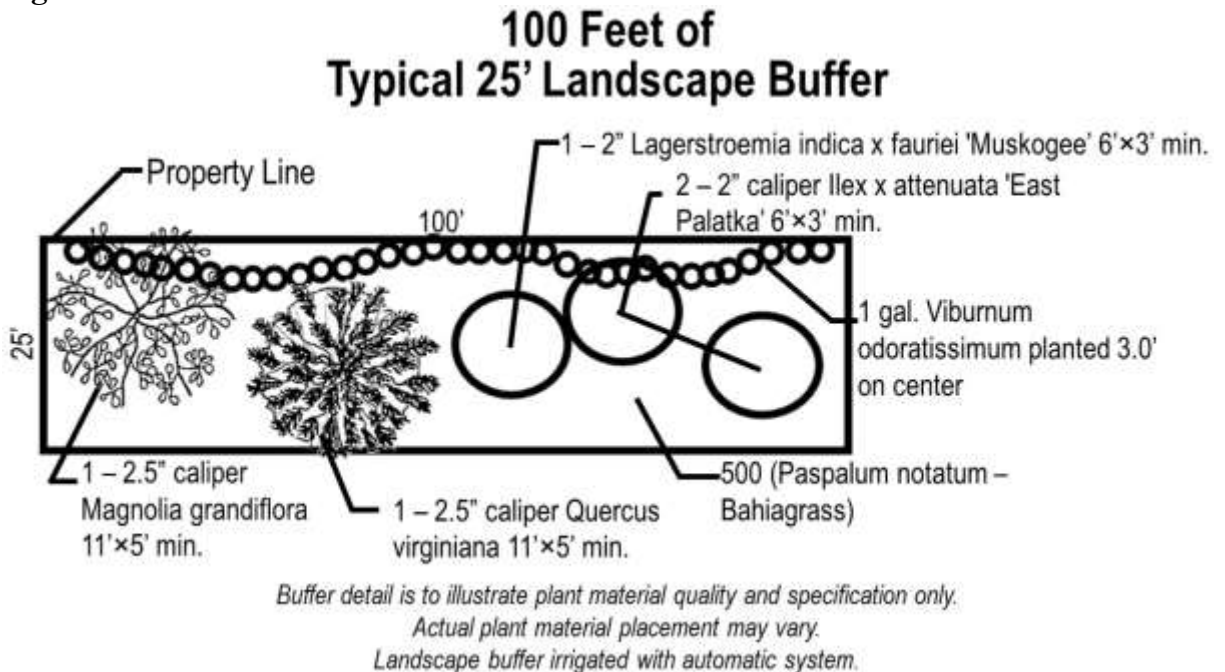
D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this SPUD document and the Conceptual Site Plan (**Exhibit C**), attached hereto, and City of Leesburg landscape code requirements.

- E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.
- F. Wherever a residential district or use abuts the subject property, an opaque screen is required on the subject property to conceal the development from the adjacent residential property, at a minimum of six (6) feet, and no more than eight (8) feet in height. A wall or opaque fence shall be considered to meet this requirement. No such wall or fence shall be required in the front yard of the subject property adjacent to Commander Road.

**Figure A**

|   |   |
|---|---|
| Canopy Trees (per 100 l.f.)                     | 2 per 100 linear ft   |
| Tree CAL/Height                                 | 2" cal, 12' overall height  |
| <b>Optional Ornamental Trees (per 100 l.f.)</b> | 3 per 100 linear ft   |
| Tree CAL/Height                                 | 2" cal, 7' overall height   |
| <b>Shrub Screen (per 100 l.f.)</b>              |   |
| Square Ft. of Shrubs                            | (33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting |
| Container size                                  | 3 gal   |

**Figure B**



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including

consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- I. The surveying of trees on the property shall be conducted as follows:
  1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
  2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
  3. The tree survey shall be completed by a licensed surveyor.

## **10. UTILITIES**

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
  1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
  2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
  3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

## **11. STORMWATER/DRAINAGE MANAGEMENT**

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval,

the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. The property owner(s) shall be responsible for the maintenance of the stormwater management system. Should the property be platted in the future, an appropriate legal entity shall be responsible for the maintenance of the stormwater management system. A property owners', management company, or similar association shall be considered an acceptable maintenance entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
  - a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
  - b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

## **12. WETLANDS, FLOOD ZONES & WILDLIFE**

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a property owner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a property owner(s) association for ownership and maintenance.
- C. Buildings or structures shall meet the requirements per St. Johns River Water Management District for any wetland jurisdictional boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

### **13. TRANSPORTATION IMPROVEMENTS**

- A. Traffic/Transportation Study

1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to US-27.
2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

E. Bus Stop

1. Because the proposed development lies along and near major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake-Sumter MPO, shall be provided by the developer if requested by the Lake-Sumter MPO during the site plan review process.
2. If recommended by the Lake-Sumter MPO, the bus stop shall be constructed prior to certificate of occupancy for the first building on the site.

**14. IRRIGATION & WATER USAGE**

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

**15. MAINTENANCE**

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

**16. DEVELOPMENT PHASING & IMPLEMENTATION**

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Upon approval of this SPUD 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 SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD 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.

**17. MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

- C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these SPUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. This SPUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

## 18. 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

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

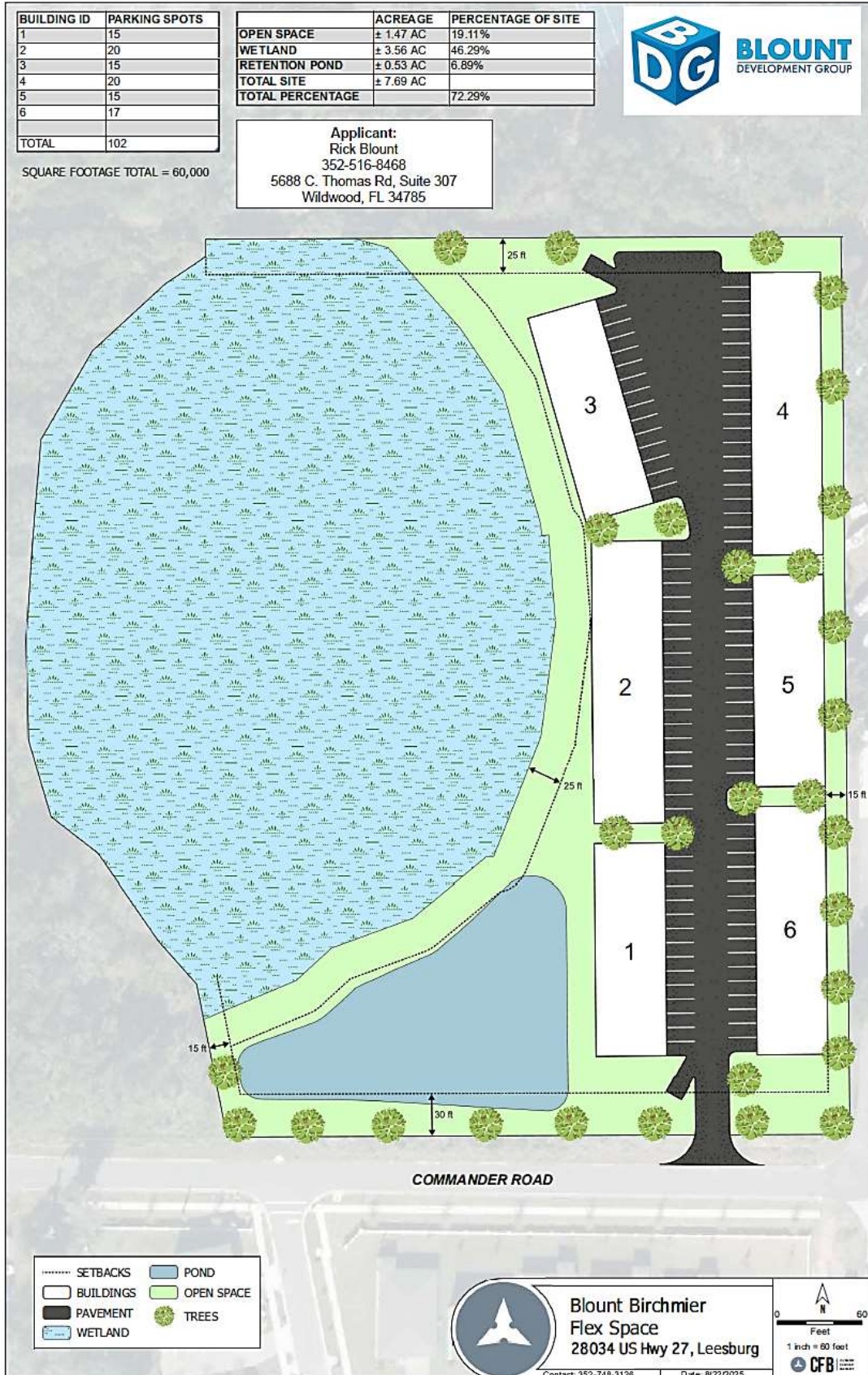
1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

**EXHIBIT B****LEGAL DESCRIPTION**

That part of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 20 South, Range 24 East, Lake County, Florida, lying East of the Easterly line of right of way of U S Highway No. 27 bounded and described as follows: Begin at the Northeast corner of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 11, run thence North 89°45'46" West along the North line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 a distance of 450.00 feet; thence South 00°14'03" West, 12.27 feet to a point on an existing jurisdictional wetland line; thence along said jurisdictional wetland line the following eleven (11) courses: South 82°52'53" West, 9.13 feet; South 56°25'22" West, 35.09 feet; South 47°49'11" West, 69.56 feet; South 30°35'51" West, 72.44 feet; South 05°13'13" West 69.96 feet; South 04°10'26" West, 72.23 feet; South 00°49'30" East, 71.06 feet; South 15°57'15" East, 56.37 feet; South 51°36'50" East, 42.26 feet; South 34°19'45" East, 74.85 feet; South 41°11'04" East, 40.56 feet; thence leaving said jurisdictional wetland line run South 10°45'27" East, 109.08 feet to a point on a line that is 25.00 feet North of when measured at right angles to the South line of the Southeast 1/4 of said Section 11; thence South 89°45'30" East along said line 450.00 feet to an intersection with the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 11; thence North 00°02'53" West along said line 634.62 feet to the Point of Beginning.

EXHIBIT C

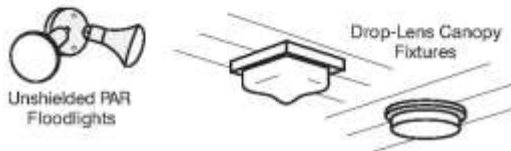
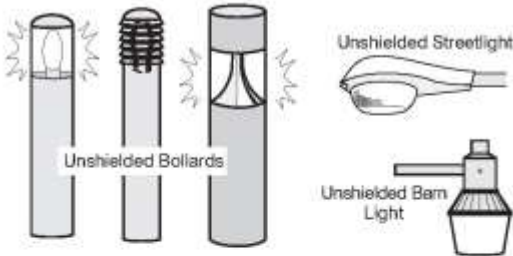
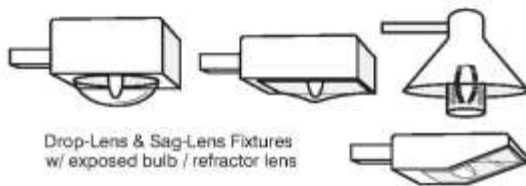
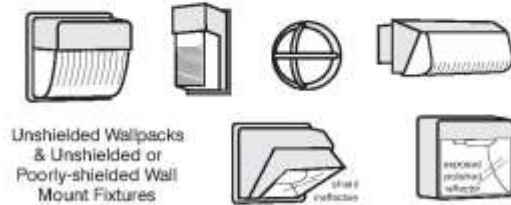
CONCEPTUAL SITE PLAN



Examples of Acceptable / Unacceptable Lighting Fixtures

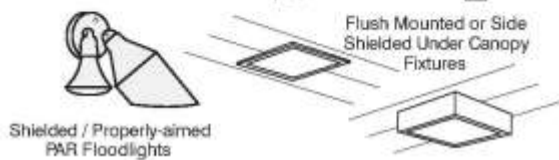
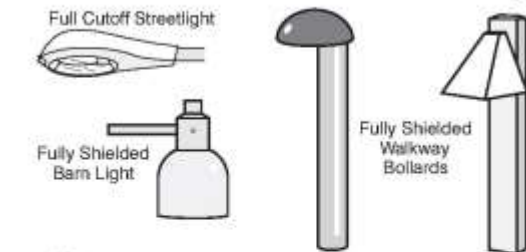
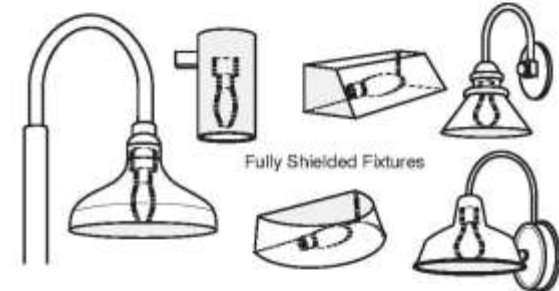
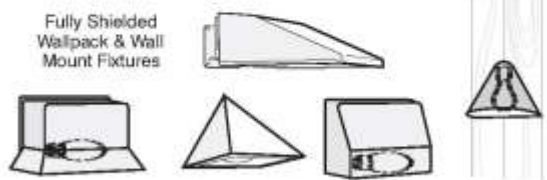
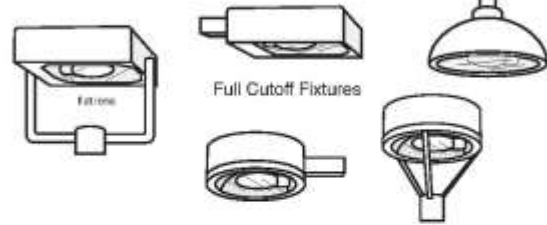
**Unacceptable / Discouraged**

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 Crain © 2005. Reprinted for the Town of Southampton, NY. Used with permission.

| BUILDING ID | PARKING SPOTS |
|-------------|---------------|
| 1           | 15            |
| 2           | 20            |
| 3           | 15            |
| 4           | 20            |
| 5           | 15            |
| 6           | 17            |
| TOTAL       | 102           |

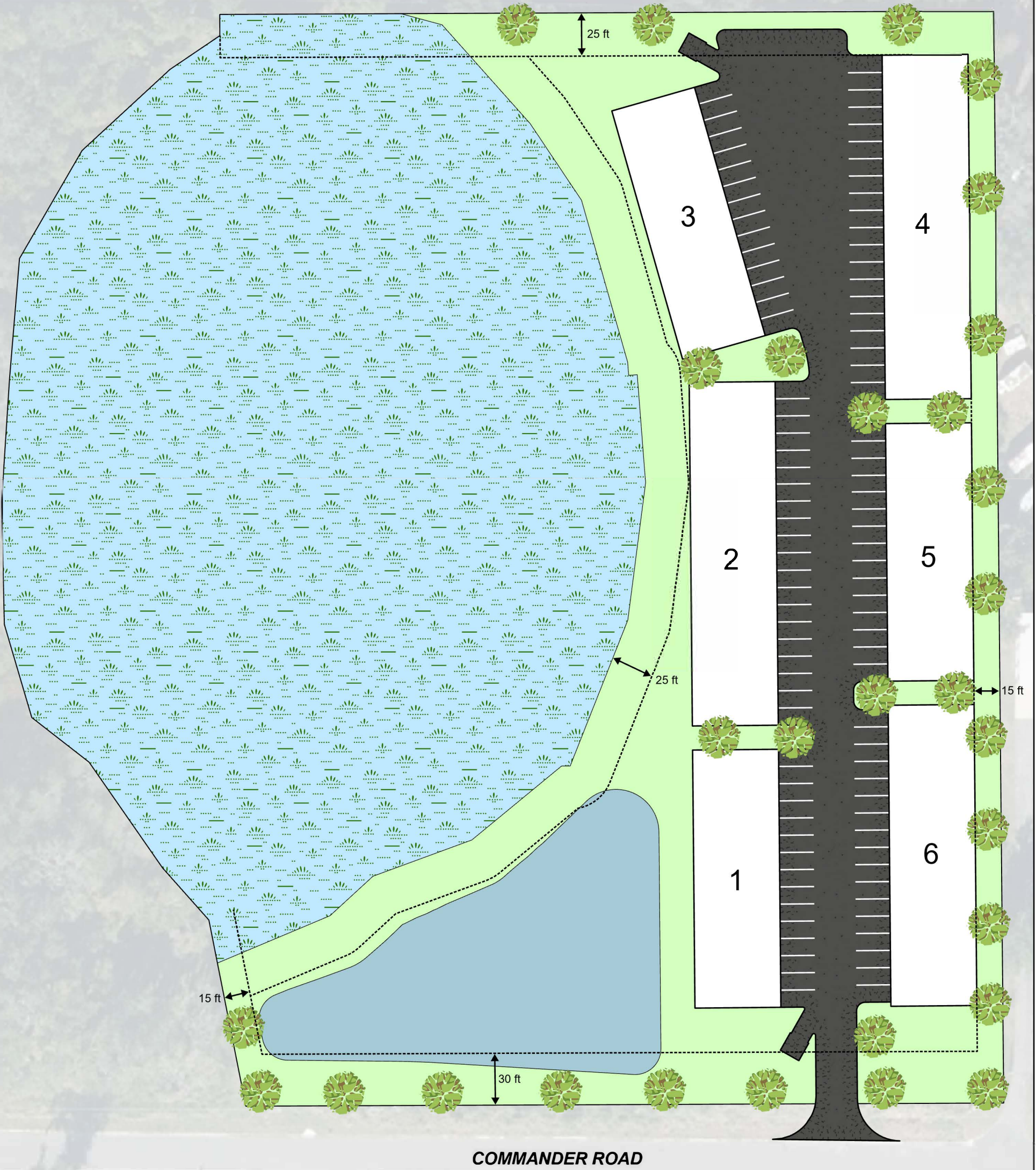
|                  | ACREAGE   | PERCENTAGE OF SITE |
|------------------|-----------|--------------------|
| OPEN SPACE       | ± 1.47 AC | 19.11%             |
| WETLAND          | ± 3.56 AC | 46.29%             |
| RETENTION POND   | ± 0.53 AC | 6.89%              |
| TOTAL SITE       | ± 7.69 AC |                    |
| TOTAL PERCENTAGE |           | 72.29%             |



**BLOUNT**  
DEVELOPMENT GROUP

SQUARE FOOTAGE TOTAL = 60,000

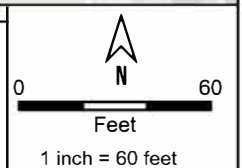
**Applicant:**  
Rick Blount  
352-516-8468  
5688 C. Thomas Rd, Suite 307  
Wildwood, FL 34785



|       |           |   |            |
|-------|-----------|---|------------|
| ----- | SETBACKS  | ■ | POND       |
| □     | BUILDINGS | ■ | OPEN SPACE |
| ■     | PAVEMENT  | ● | TREES      |
| ■     | WETLAND   |   |            |



**Blount Birchmier**  
**Flex Space**  
28034 US Hwy 27, Leesburg



Contact: 352-748-3126

Date: 8/22/2025



**CITY OF LEESBURG PLANNING & ZONING DEPARTMENT  
RECOMMENDATIONS**

**DATE:** November 20, 2025  
**OWNER:** Senior Living Consulting Group  
**PETITIONER:** Blount Birchmier Leesburg Flex LLC  
**PROJECT:** SPUD-25-704 Leesburg Flex (AK # 1294142)  
**REQUEST:** A Request to Rezone from C-3 (Highway Commercial) and PUD (Planned Unit Development) to the City of Leesburg SPUD (Small Planned Unit Development).  
**CASE NO.:** SPUD-25-704

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**THE PLANNING & ZONING DEPARTMENT RECOMMENDS:**

APPROVAL of the request

**for the following reason(s):**

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County RM (Mixed Home Residential), and R-6 (Urban Residential) and the City of Leesburg C-3 (Highway Commercial) and PUD (Planned Unit Development).
2. The current Future Land Use designation of General Commercial, is compatible with the proposed zoning of SPUD.
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location, proximity to compatible development, and the indoor industrial/commercial flex use.

**Action Requested:**

1. Vote to **approve** the proposed rezoning from C-3 (Highway Commercial) and PUD (Planned Unit Development) to the City of Leesburg SPUD (Small Planned Unit Development) and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DEPARTMENT  
DEPARTMENTAL REVIEW SUMMARY**

**DATE:** November 20, 2025  
**OWNER:** Senior Living Consulting Group  
**PETITIONER:** Blount Birchmier Leesburg Flex LLC  
**PROJECT:** SPUD-25-704 Leesburg Flex (AK # 1294142)  
**REQUEST:** A Request to Rezone from C-3 (Highway Commercial) and PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).  
**CASE NO.:** SPUD-25-704

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

**POLICE**

No comments – As of 11/14/2025

**FIRE**

No comments – As of 11/14/2025

**ELECTRIC**

Leesburg Electric has no objections. This is outside of Leesburg Electric Service Territory. – Steve Davis 11/03/2025

**GAS**

No comments – As of 11/14/2025

**GIS**

GIS has no comments. – Nicholas Tota 11/03/2025

**BUILDING**

No comments – As of 11/14/2025

**PUBLIC WORKS**

No comments – As of 11/14/2025

**ADDRESSING**

No comments – As of 11/14/2025

**ECONOMIC DEVELOPMENT**

No comments – As of 11/14/2025

**LAKE COUNTY PUBLIC WORKS**

No comments – As of 11/14/2025

**LAKE COUNTY SCHOOLS**

No comments on this project for commercial flex space. – Heather Crony 11/03/2025

**PUBLIC RESPONSES**

**Approval**

No comments – As of 11/14/2025

**Disapproval**

No comments – As of 11/14/2025

**Notice of Appearance filed:**

No comments – As of 11/14/2025

**PUBLIC COMMENTS (APPROVAL)**

No comments – As of 11/14/2025

**PUBLIC COMMENTS (DISAPPROVAL)**

No comments – As of 11/14/2025

**PUBLIC COMMENTS (UNDECIDED)**

No comments – As of 11/14/2025

**CITY OF LEESBURG PLANNING & ZONING DEPARTMENT  
STAFF SUMMARY**

**DATE:** November 20, 2025  
**OWNER:** Senior Living Consulting Group  
**PETITIONER:** Blount Birchmier Leesburg Flex LLC  
**PROJECT:** SPUD-25-704 Leesburg Flex (AK # 1294142)  
**REQUEST:** A Request to Rezone from C-3 (Highway Commercial) and PUD (Planned Unit Development) to the City of Leesburg PUD (Planned Unit Development).  
**CASE NO.:** SPUD-25-704

**GENERAL LOCATION:** North of Commander Road and East of US Highway 27.

**FUTURE LAND USE DESIGNATION:** General Commercial.

**SURROUNDING FUTURE LAND USE DESIGNATION:**

- North – Lake County Urban Low Density.
- South – Lake County Urban Low Density  
City of Leesburg General Commercial, Low Density Residential, and Conservation.
- East – Lake County Urban Low Density.
- West – Lake County Urban Medium Density.  
City of Leesburg General Commercial.

**PROPOSED FUTURE LAND USE DESIGNATION:** No Change.

**EXISTING ZONING DESIGNATION:** City C-3 (Highway Commercial) and PUD (Planned Unit Development)

**SURROUNDING ZONING DESIGNATIONS:**

- North – Lake County RMRP (Mobile Home Rental Park), RM (Mixed Home Residential).
- South – Lake County Mixed Home Residential and R-6 (Urban Residential).  
City of Leesburg C-3 (Highway Commercial) and PUD (Planned Unit Development).
- East – Lake County RM (Mixed Home Residential), R-6 (Urban Residential)
- West – Lake County RMRP (Mobile Home Rental Park), CP (Planned Commercial), R-6 (Urban Residential), and C-1 (Neighborhood Commercial).  
City of Leesburg C-3 (Highway Commercial).

**PROPOSED ZONING DESIGNATION:** City of Leesburg (SPUD) Small Planned Unit Development

**EXISTING LAND USE:** Undeveloped Acreage.

**SURROUNDING EXISTING LAND USE:**

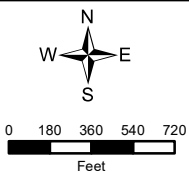
- North – Manufactured Home Park, Residential 55+.
- South – Vacant Commercial; Medical, Commercial, Car Wash, Single Family Residential, Residential 55+.
- East – Single Family Residential
- West – Manufactured Home Park (Rental), Vacant Commercial, Auto Parts

**PROPOSED LAND USE:** Commercial Flex Space.

# Extended Aerial



**Planning &  
Zoning  
Department**

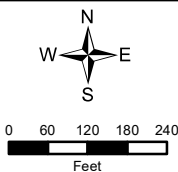


SPUD-25-704 Leesburg Flex  
28034 US Highway 27, Leesburg, FL 34748  
Alternate Key #: 1294142  
Section 11 | Township 20 South | Range 24 East  
September 12, 2025

# Aerial

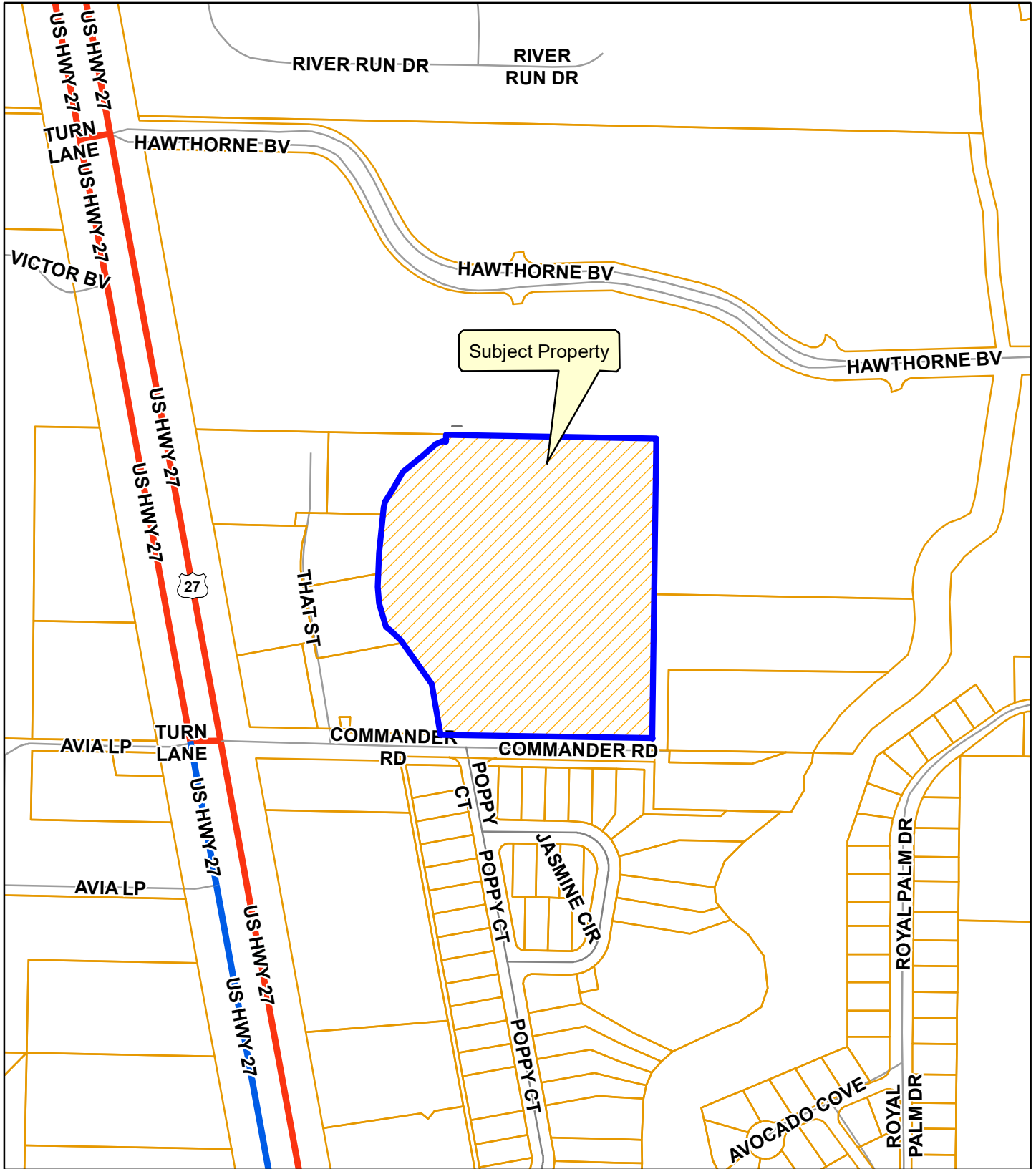


**Planning &  
Zoning  
Department**

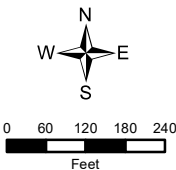


SPUD-25-704 Leesburg Flex  
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# Locator

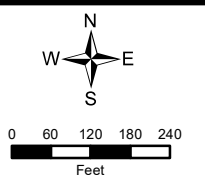
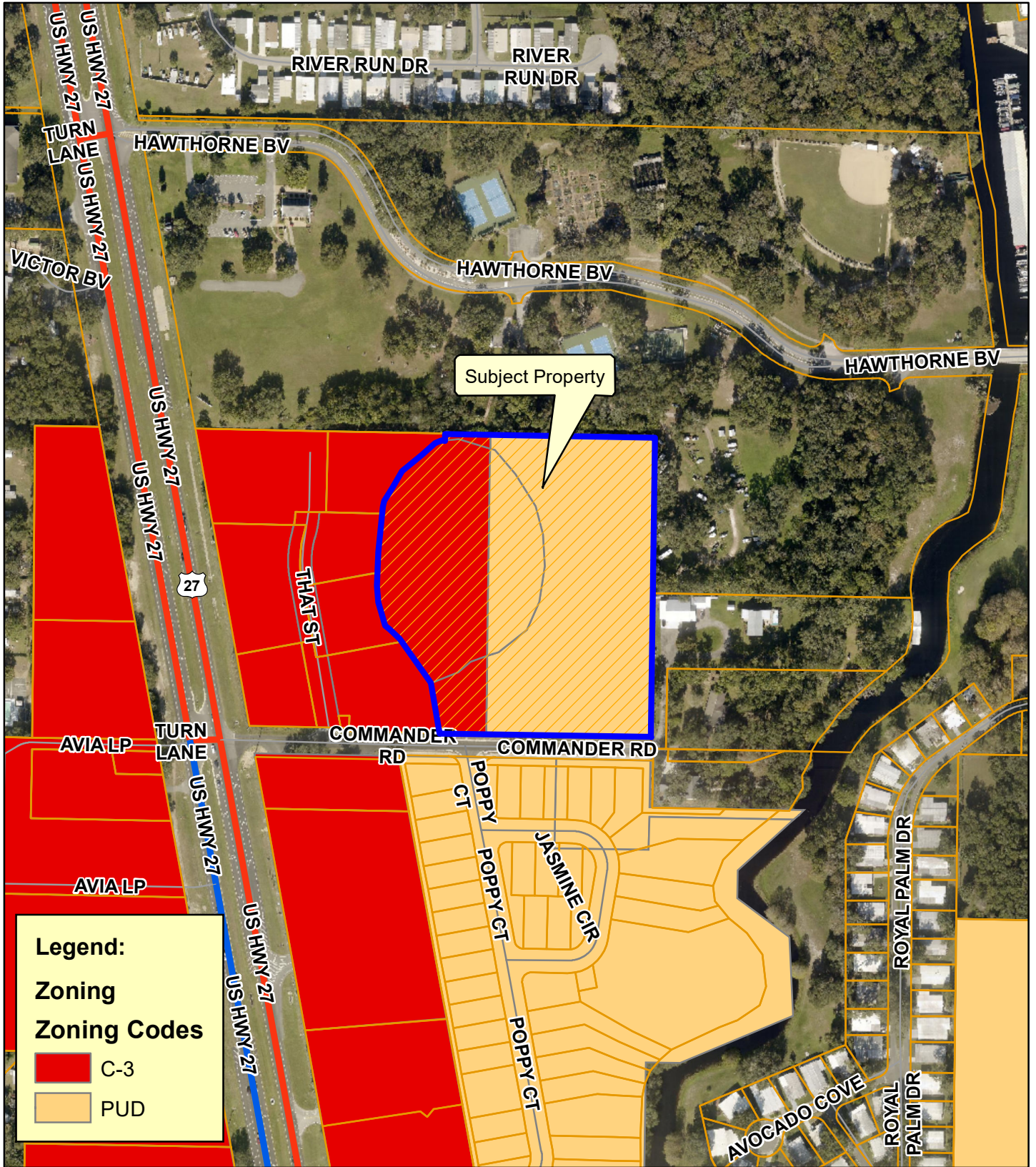


Planning &  
Zoning  
Department



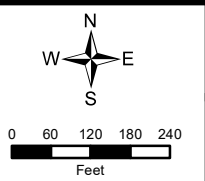
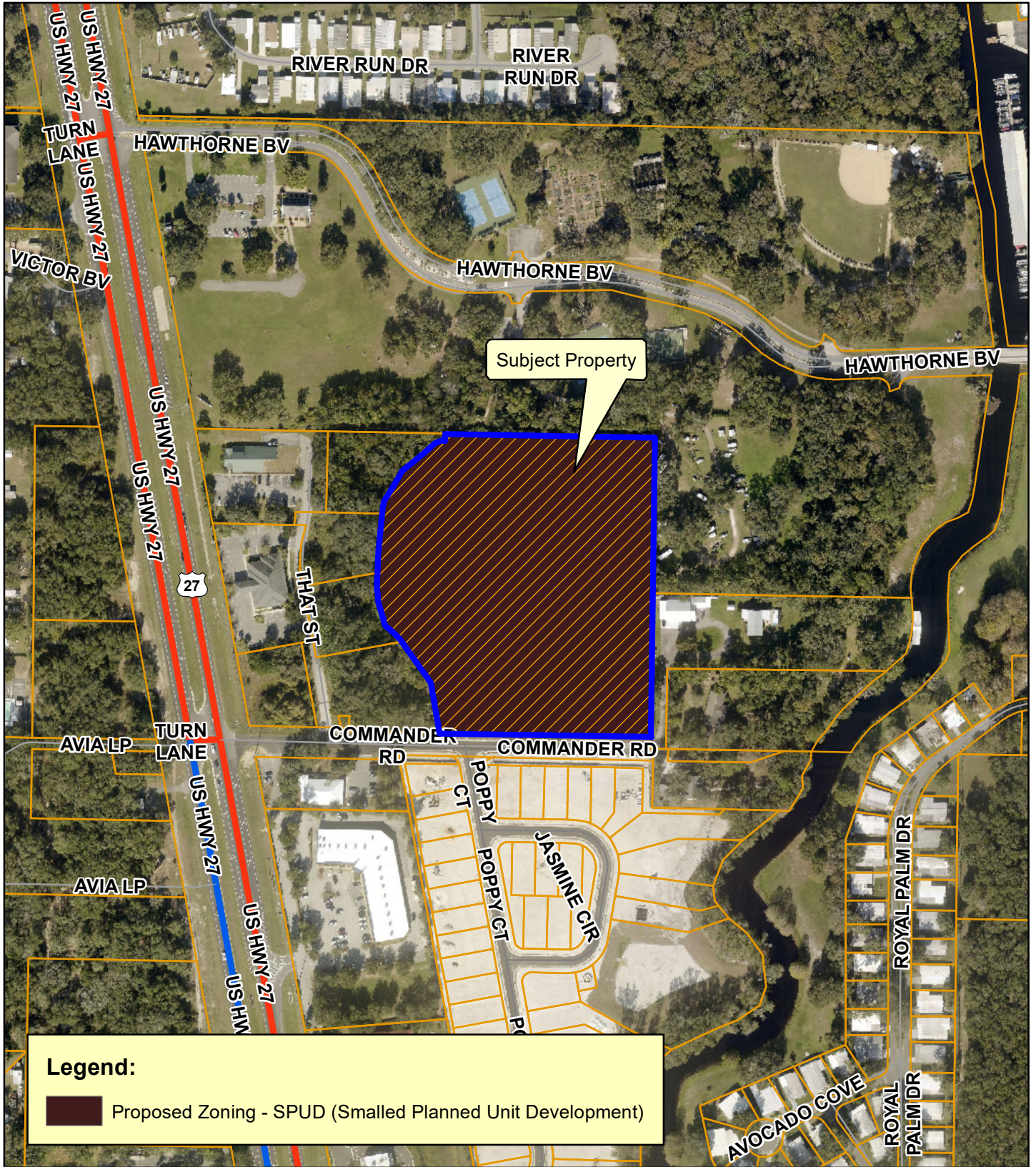
SPUD-25-704 Leesburg Flex  
28034 US Highway 27, Leesburg, FL 34748  
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September 12, 2025

# City of Leesburg Zoning



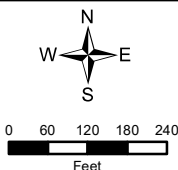
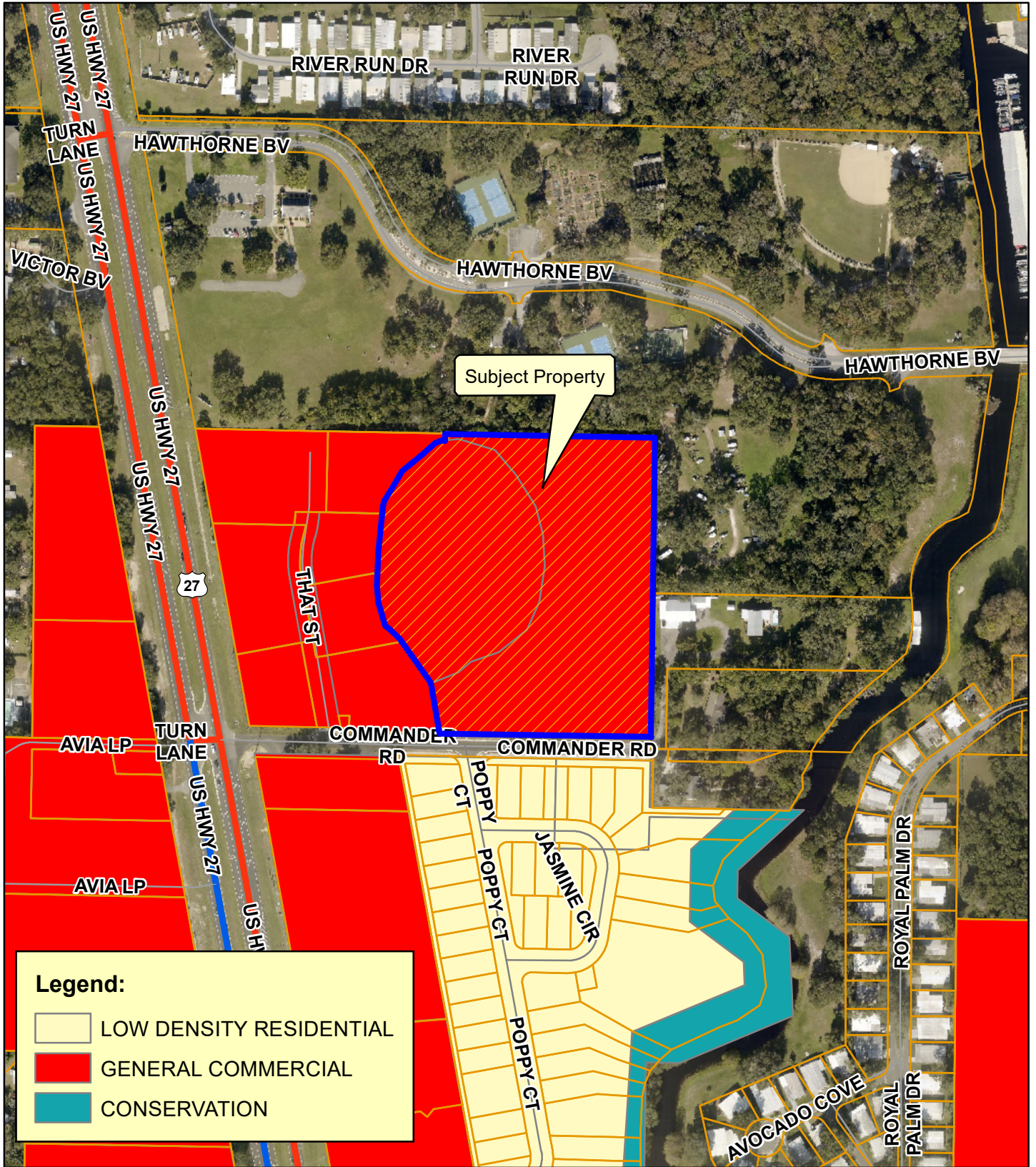
SPUD-25-704 Leesburg Flex  
 28034 US Highway 27, Leesburg, FL 34748  
 Alternate Key #: 1294142  
 Section 11 | Township 20 South | Range 24 East  
 September 12, 2025

# Proposed Zoning



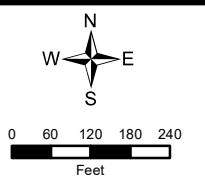
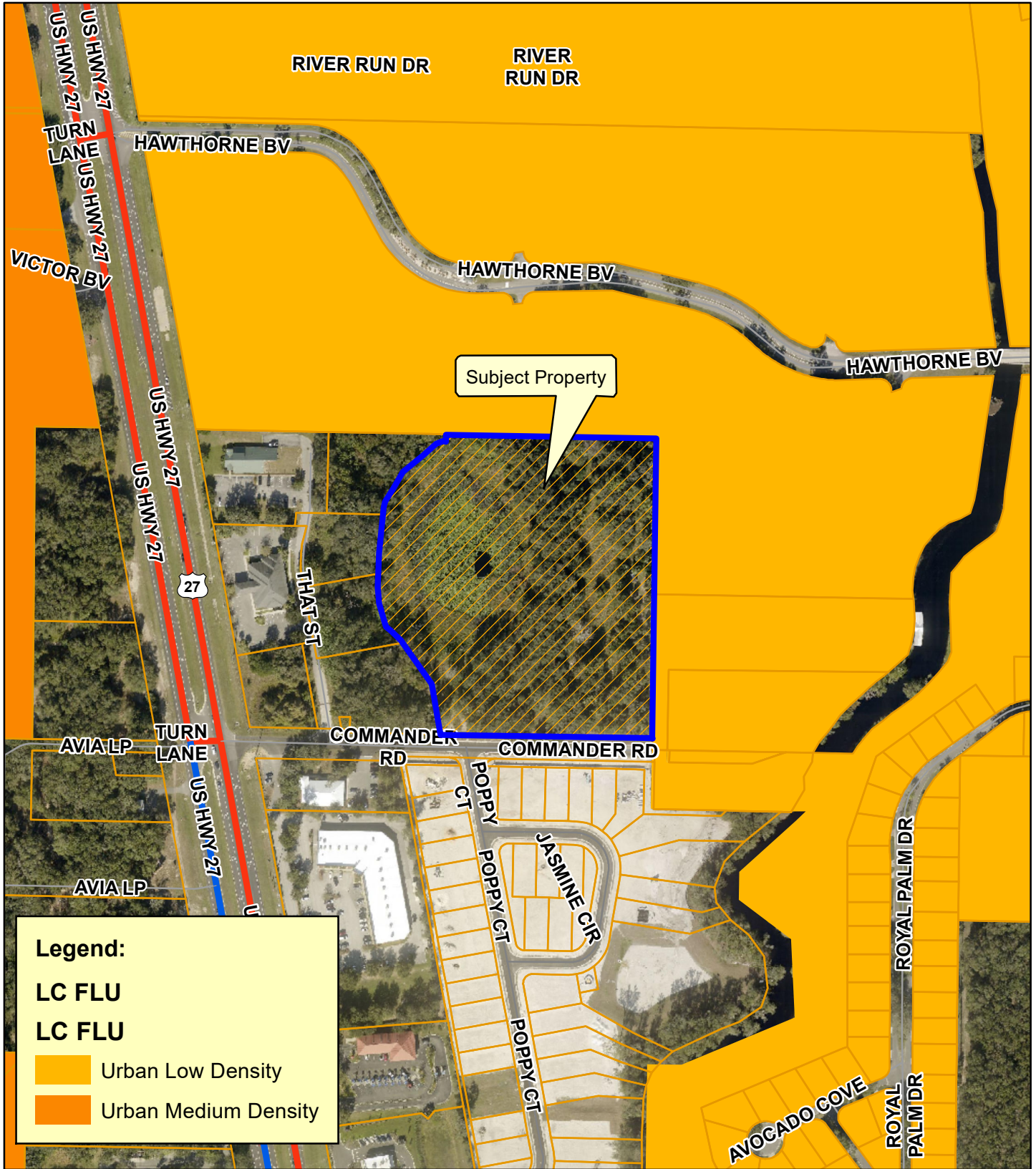
SPUD-25-704 Leesburg Flex  
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Alternate Key #: 1294142  
Section 11 | Township 20 South | Range 24 East  
September 12, 2025

# City of Leesburg Future Land Use



SPUD-25-704 Leesburg Flex  
 28034 US Highway 27, Leesburg, FL 34748  
 Alternate Key #: 1294142  
 Section 11 | Township 20 South | Range 24 East  
 September 12, 2025

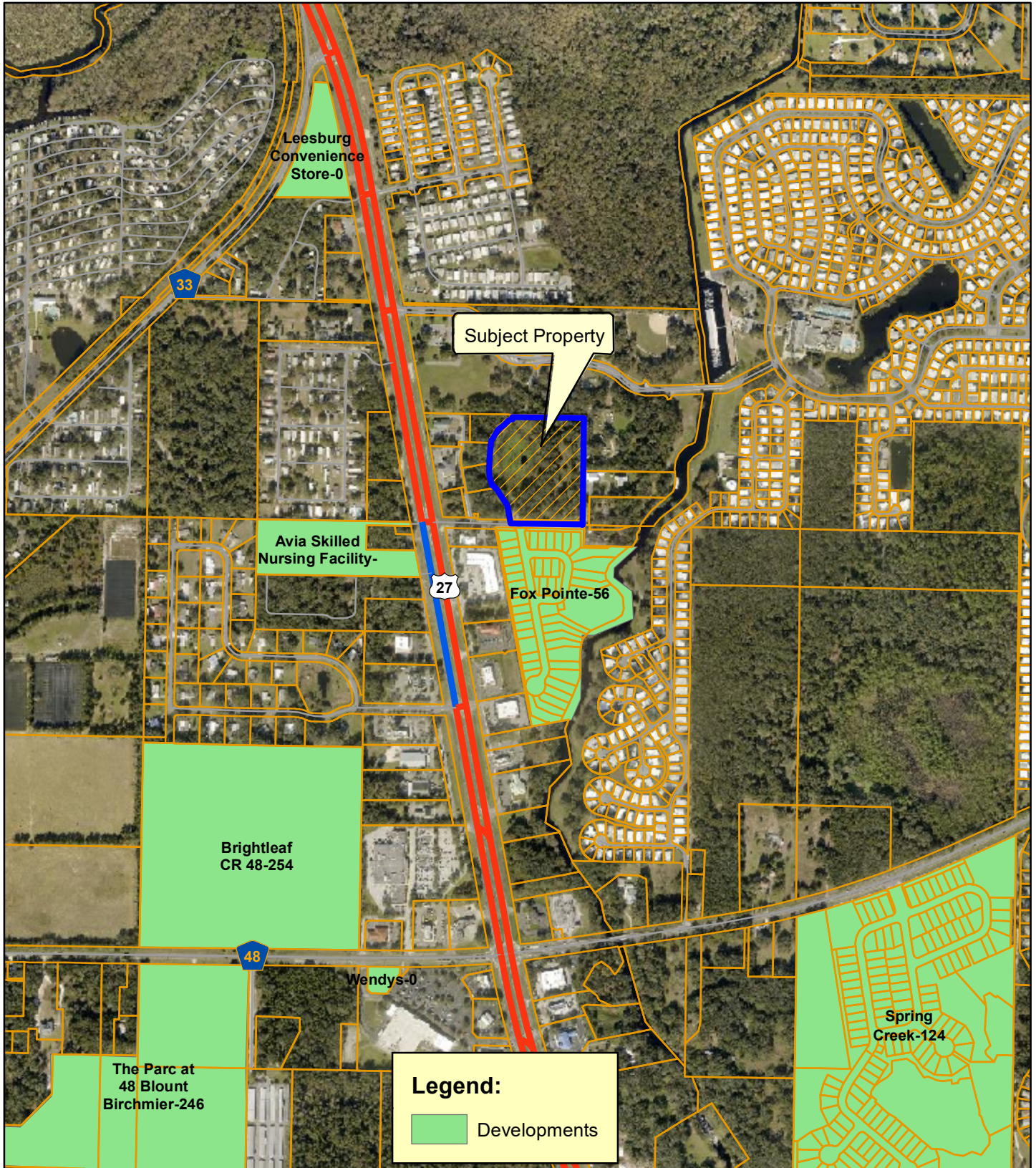
# Lake County Future Land Use




SPUD-25-704 Leesburg Flex  
 28034 US Highway 27, Leesburg, FL 34748  
 Alternate Key #: 1294142  
 Section 11 | Township 20 South | Range 24 East  
 September 12, 2025



# Developments

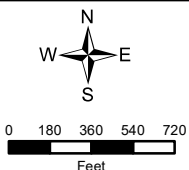


## Legend:

 Developments

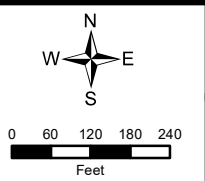


**Planning &  
Zoning  
Department**



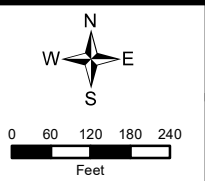
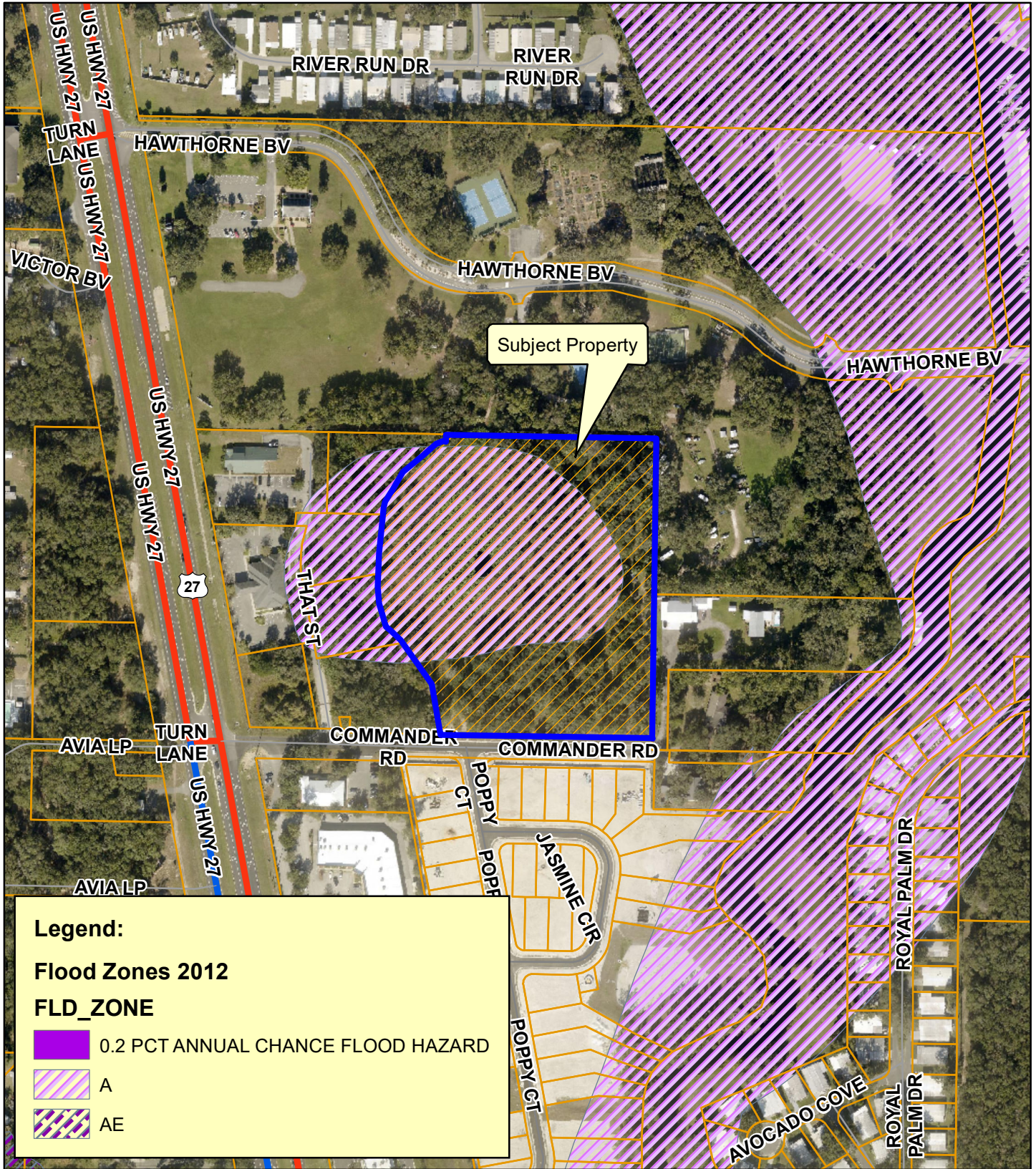
SPUD-25-704 Leesburg Flex  
28034 US Highway 27, Leesburg, FL 34748  
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# Surrounding Land Uses



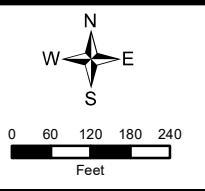
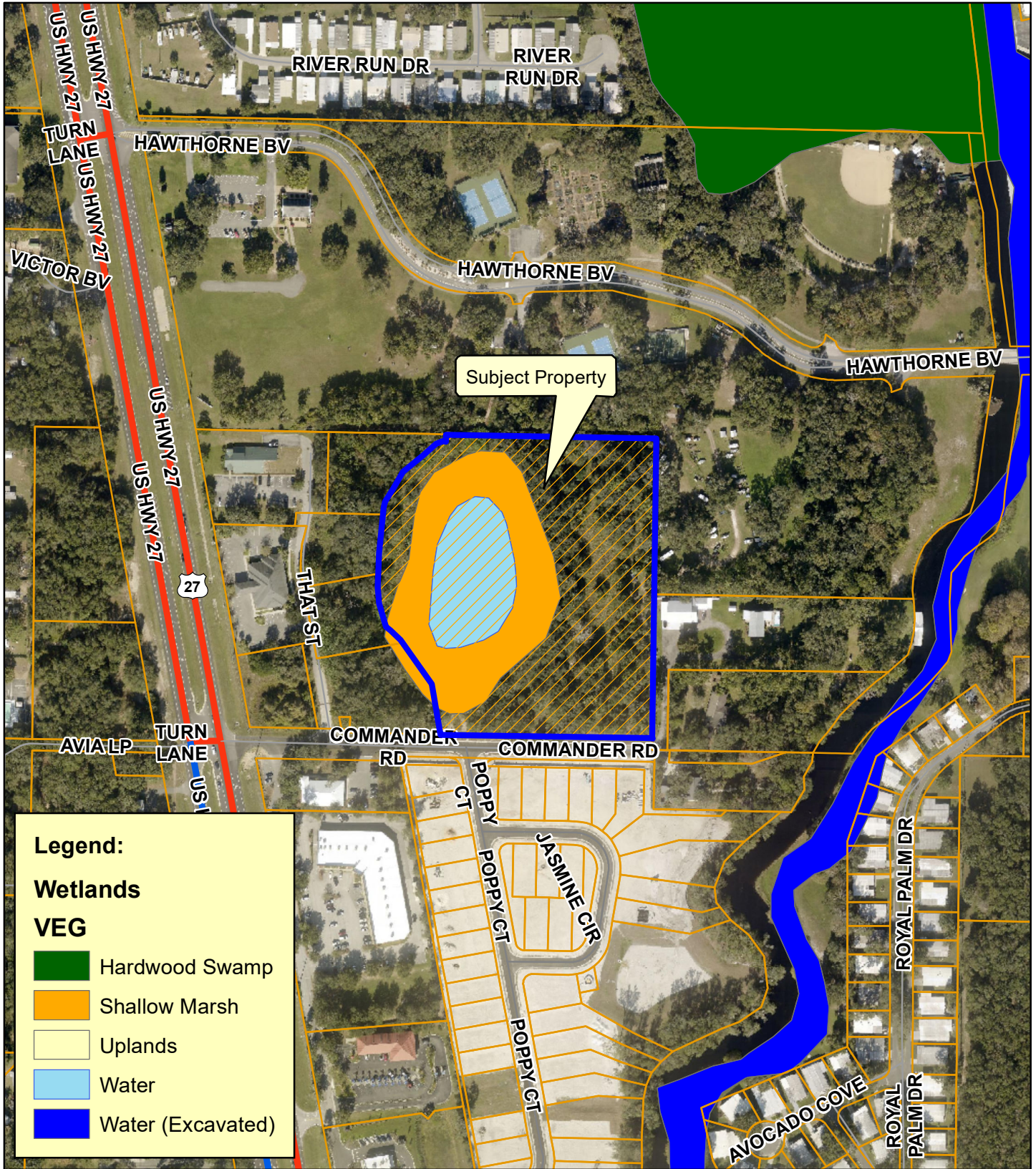
SPUD-25-704 Leesburg Flex  
 28034 US Highway 27, Leesburg, FL 34748  
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 Section 11 | Township 20 South | Range 24 East  
 September 12, 2025

# Flood Zone



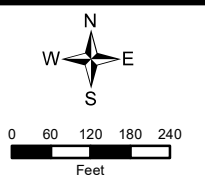
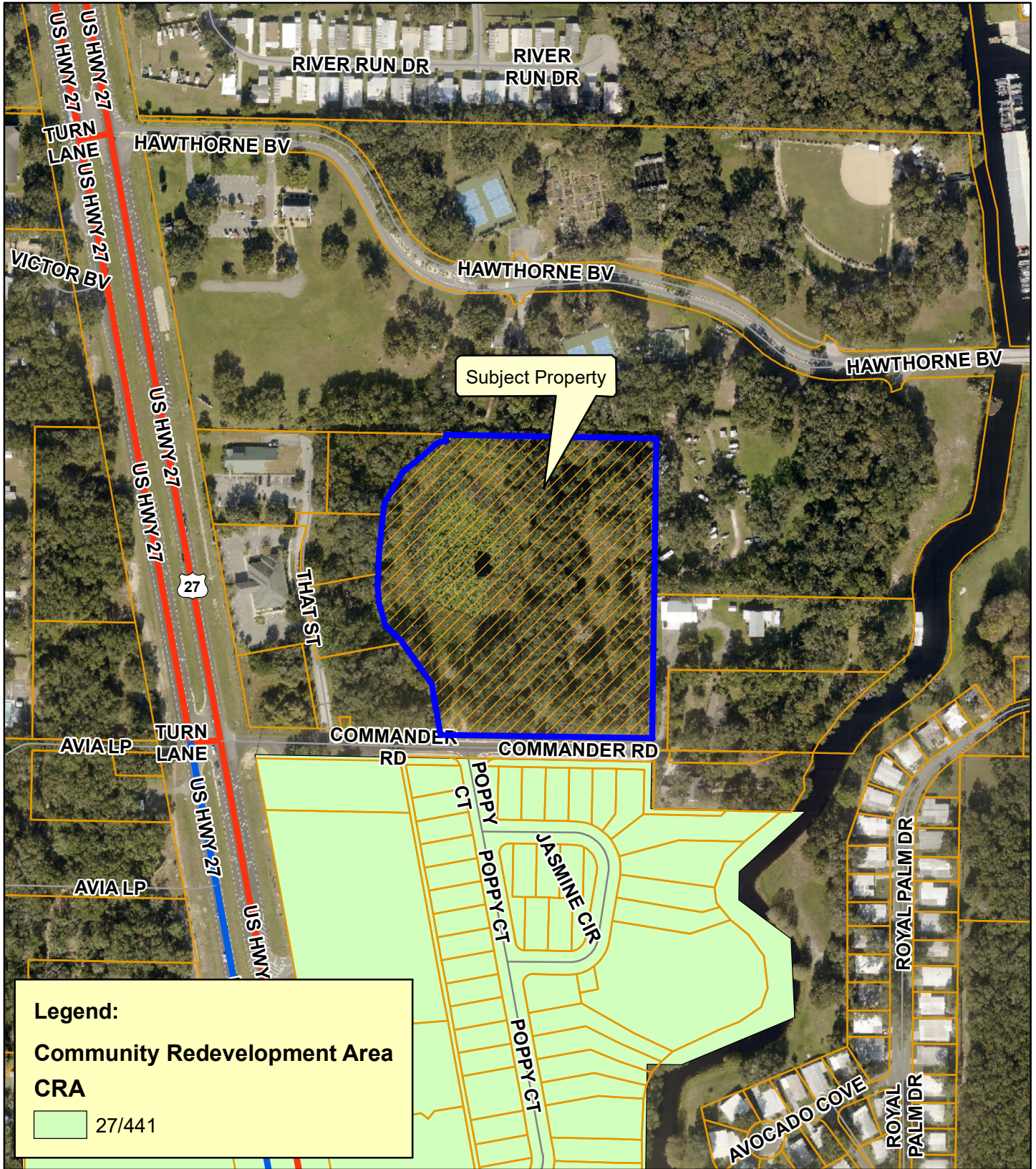
SPUD-25-704 Leesburg Flex  
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# Wetlands



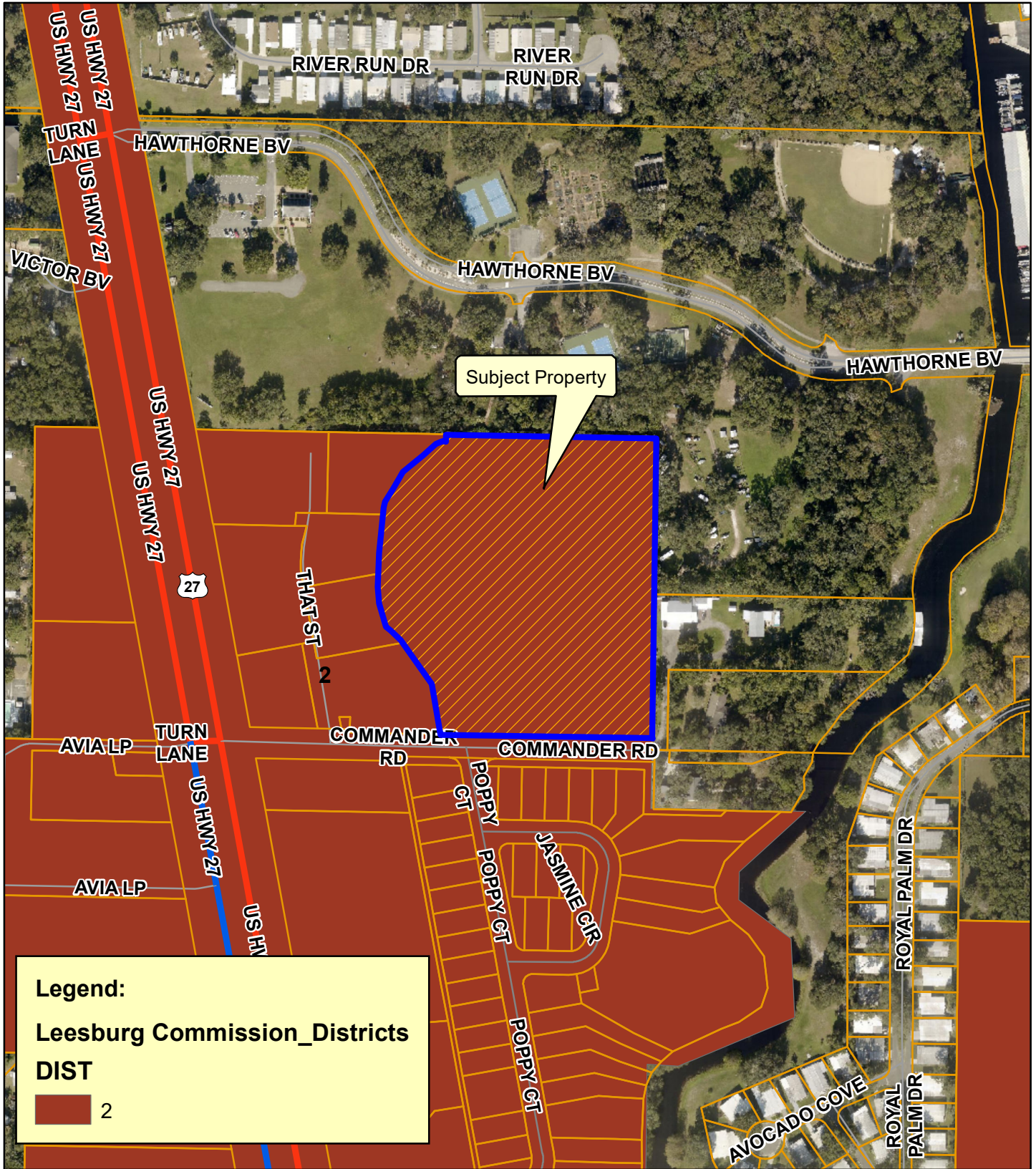
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# Community Redevelopment Area



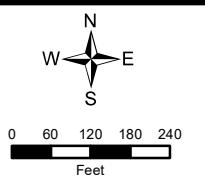
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# Commission District



**Legend:**  
**Leesburg Commission\_Districts**  
**DIST**

|   |   |
|---|---|
|  | 2 |
|---|---|



SPUD-25-704 Leesburg Flex  
28034 US Highway 27, Leesburg, FL 34748  
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Closeup of Sign from Commander Road



Looking North onto Subject Property from Commander Road



Looking East along Commander Road from Subject Property



Looking South across Commander Road from Subject Property



Looking West along Commander Road from Subject Property